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Current Topics.

A League of Peace.

WE ARE glad to call attention to the report which will be found on another page of the Rhodes lecture delivered by Lord PARMOOR last Monday at University College on "A League of Nations After the War." No one who is interested in the growing movement for securing some scheme of international organization, which will prevent the recurrence of such a disaster as that under which Europe lies to-day, is likely to overlook the difficulties to be met; and these were not underrated either by Lord PARMOOR, or by Lord DUNEDIN who took the chair at the lecture, and in his speech at the end raised grave doubts as to how certain current questions—notably the question of the "Freedom of the Seas," a phrase which has a different meaning for different nations—can be solved by common agreement. But on the other side has to be put the general desire which will follow the war to find some means of avoiding recourse to force; and Lord PARMOOR made a specially strong point when he urged the ratable reduction of armaments as the most likely means of enabling the nations to cope with the financial burdens which the war will leave. There is now, too, the accession of Lord LANSDOWNE to the principle, and his striking summary of the present position of the question in his letter to the *Daily Telegraph* of Thursday.

The "Leaflet" Regulation.

WE DREW attention last week to the dangers incident to the new Defence of the Realm Regulation requiring certain "leaflets" to be submitted to and passed "by the Directors of the Official Press Bureau, or some other person authorized in that behalf by the Secretary of State" (*ante*, p. 90: in the last line but one of the regulation as there printed "on" should read

"or"). It appears that there is probability of the regulation being materially altered, and it is unnecessary at present to say anything further about it, except to point out that violations of liberty of opinion of this kind are fraught with equal danger to all persons in the State, for no one knows when he will be hurt by them, and in the uncertain future that lies before us the present regulation may prove a bad precedent. We are not impressed by the argument that a state of war justifies any such measure. It is rather the time for the fullest discussion of the real conditions resulting from war, which, as prevailing in the field, there is too much tendency to conceal.

Peace and War Literature in America.

It is interesting to note that the American Espionage Act of this year, which corresponds to some extent with the regulation just mentioned, has already been the subject of judicial decision. We referred to it recently in giving an account of the War Powers of the President (*ante*, p. 52), but we have not seen the actual text of that Act or of the United States Trading with the Enemy Act. The former, which, it seems, declares certain matter unailable, was passed on 15th June, the latter on 6th October. As we pointed out last week, the Constitution of the United States forbids any law abridging the freedom of speech or of the Press; and unless the Espionage Bill was altered at the last moment, the Act has a special proviso saving criticism of the Government. How far it goes in preventing discussion of war and peace we do not know, but in a recent case of *Masses Publishing Company v. Potter* it appeared that the postmaster of New York had excluded *The Masses* from the mail, and this was complained of as an infringement of the right to publish. It has been held, however, that while, under the Espionage Act, the Government cannot interfere with the right of publication, yet they are not bound to allow the post to be made use of for the purpose of assisting dissemination. The *Columbia Law Review* for November, from which we take this information, says that a much more serious situation arises under the Trading with the Enemy Act, section 19 of which forbids the distribution by any means of matter declared unailable by the Espionage Act. "Such a statute," it is said, "in effect makes impossible publication of certain classes of opinions, and raises directly the question of the nature and extent of the right. This question assumes unusual and vital importance, particularly at a time when, despite the fact that rash and violent statements are highly provocative, the right is most valuable, and its denial most oppressive": an opinion, it will be seen, in consonance with the view we have expressed.

Annuities and Income Tax.

WE NOTICED at the time it was given the decision of NEVILLE, J., in *Re Saillard* (61 SOLICITORS' JOURNAL, pp. 538, 544; 1917, 2 Ch. 140), that a gift by will of an annuity "free of all duties" does not entitle the annuitant to have the annuity paid free of income tax. A similar decision has now been given by EVE, J., in *Re Loveless* (Weekly Notes, 1917, p. 343), where a testator directed payment to his wife of "a clear annuity of £2,000 during her widowhood," and on her remarrying a clear reduced annuity of £1,000. The matter seems, indeed, to be governed by the decisions in *Wall v. Wall* (15 Sim. 573), where an annuity given "clear of all taxes and deductions" did not free the annuitant from income tax; and in *Gleadow v. Leetham* (22 Ch. D. 269), where a direction that "a clear yearly sum" was to be paid, "free from all deductions and abatements whatsoever," was equally inefficacious. Not unnaturally, EVE, J., considered that he would be departing from a well-established rule were he to hold that the addition of the word "clear" to the annuity was of itself sufficient to carry with it the additional gift of the income tax thereon. It seems that this is the first case in which the word "clear" has been used alone to qualify the annuity; but it does not appear to have any greater force than "free of all deductions," or "free of all duties." If the testator really

means to save the annuitant from the burden of income tax, this can be done by expressly mentioning that tax (see *Re Buckley*, 1894, 1 Ch. 286), and the draftsman should bear this in mind.

Contracts and the War.

THE QUESTION whether a contract, which war conditions make it impossible to perform immediately, is only suspended or is finally determined has arisen frequently in the course of the present war, and an important decision upon it has been given by the House of Lords in *Metropolitan Water Board v. Dick, Kerr & Co.* (reported elsewhere). It is a familiar maxim that *lex non cogit ad impossibilia*; but this, by itself, does not absolve a contractor from liability for non-performance, if the event causing impossibility could have been foreseen, and if, nevertheless, he has bound himself absolutely. But if the event is of such a character that it could not be reasonably supposed to have been in the contemplation of the parties, then it excuses from performance: *Baily v. De Crespigny* (L. R. 4 Q. B., p. 185). Of such a nature was the event which occurred in the present case. DICK, KERR, & CO. (LIMITED) had agreed, in July, 1914, to construct two reservoirs for the Metropolitan Water Board, at Littleton, Middlesex, for £693,000. The whole of the work was to be completed within six years of the engineer's written order to commence the operations. In February, 1916, when the work had been commenced, and a substantial amount done, the Ministry of Munitions, acting under the Defence of the Realm Acts and Regulations, gave notice to DICK, KERR, & CO., requiring them to cease work, and a similar notice was served on the Water Board. The company contended that, by reason of these notices the further performance of the contract had become illegal, and therefore impossible, and that it was at an end. The Water Board claimed in the action a declaration that it was still in existence. A clause of the contract provided that the Water Board's engineer might allow extension of time if there was delay due to certain causes, such as unusual inclemency of weather or strikes; but the House of Lords, affirming the Court of Appeal, who had reversed BRAY, J. (61 SOLICITORS' JOURNAL, 351), held that the event which had stopped the work was not within this clause, and that the delay thereby caused had so fundamentally changed the conditions of the contract as to bring it to an end, and not merely to suspend it. This is already recognized as the rule in the case of ordinary commercial contracts, such as contracts for sale. The present decision applies it to contracts for the construction of permanent works.

Trusts for Conversion.

IT IS WELL SETTLED that, in order to attract the equitable doctrine of conversion, and effect a notional change of real into personal estate, or *vice versa*, there must be an imperative trust for conversion. A testator or settlor cannot produce this result by a mere declaration that realty shall pass as personalty. He cannot, said PARKER, J., in *Re Walker* (1908, 2 Ch., p. 763), "make his personalty devolve or pass for the same estates and interests as if it were realty without creating any such imperative trust." But a question as to the trust being really imperative arises when the conversion is made to depend on the request or consent of a specified person. It appears to be generally assumed that such request or consent is not of the essence of the matter, and does not detract from the imperative nature of the trust. This has been held to be the case where the conversion is to take place with a specified consent. The requirement of consent "makes no manner of difference; for upon a convenient purchase being proposed, the Court would have taken on themselves to judge thereof, and, without some reasonable objection made, would have ordered the money to be laid out in it": *Lechmere v. Earl of Carlisle* (3 P. Wms., p. 219). And in *Wrightson v. Macaulay* (4 Hare, p. 497), WIGRAM, V.C., said he required no authority for such a proposition; though in *Stead v. Newdegate* (2 Mer., p. 530), GRANT, M.R., appears to have been of a contrary opinion, and to have considered that a requirement of a previous request,

or of consent and approbation, would make a difference in the nature of the trust for conversion. As between request and mere consent, the requirement of request seems to be the more opposed to imperative conversion; yet in *Thornton v. Hawley* (10 Ves. 14) it was held not to prevent the notional conversion of money, which was to be laid out in land, into real estate. The question has been before NEVILLE, J., in *Re Ffennell's Settlement* (reported elsewhere), and, in a considered judgment, he has held, in accordance with the above doctrine, that the requirement of the consent of husband and wife during their joint lives, and of the survivor, does not prevent a trust for sale in a marriage settlement from operating as a conversion of real estate into personality.

Letters in Invisible Ink.

SCHOOLBOYS of years gone by used to amuse themselves by writing letters to each other in sympathetic inks, which only became visible on the application of heat or some chemical preparation. But this amusement is not consistent with the usages of warfare, and we have accordingly, in the Regulations for the Defence of the Realm, reg. 24A, the following provision: "If any person sends from the United Kingdom, whether by post or otherwise, any letter or document containing any written matter which is not visible or legible unless the medium in which it is written is subjected to heat or some other treatment, he shall be guilty of an offence under these Regulations"; and he is thus liable to be tried before a court of summary jurisdiction, and, if convicted, liable to six months' imprisonment, with or without hard labour. Two men, the proprietor of a boarding-house and a Japanese sailor, were charged under the foregoing Regulation with sending a letter from England which required chemical treatment to make the writing visible. A chemist in the Intelligence Department of the War Office proved that the letter at first sight seemed practically blank, but after treatment the writing shewed up. He also said that invisible ink had been largely used during the war. The magistrate, though he observed that the letter seemed perfectly innocent, passed the severe sentence of three months' hard labour on both defendants. We can well imagine that many persons are not well acquainted with the Regulations, which, we must be forgiven for saying, enact much new law in a very uninviting form; but ignorance of the law is, of course, no excuse, and, having regard to the energy of our enemy in all matters relating to espionage, we cannot afford to be influenced by a few cases of apparent hardship.

The Imprisonment of the Insolvent Poor.

NOT MANY years have elapsed since a Select Committee reported in favour of the maintenance of the right of a judgment creditor to apply for an order of committal against the judgment debtor, under the Debtors Act, 1869; but many persons are of opinion that this right, as enforced by the county courts, presses hardly on the working classes, and encourages the giving of credit to an extent which is undoubtedly mischievous. One reason for thinking that a discussion of the subject is likely to be renewed is the enormous increase in the number of those who now or hereafter may come under the description of soldiers in the Regular Forces. By section 144 of the Army Act, 1881, a soldier of the Regular Forces shall not be liable to be taken out of Her Majesty's service by any process, execution, or order of any court of law, or otherwise, (b) on account of any debt . . . where the amount exceeds £30, over and above all costs of suit. This enactment, it is true, leaves the soldier liable to be taken in execution for any debt less in amount than £30; but we understand that since the outbreak of the war the county court judges have, in the exercise of their discretion, refused to grant orders of committal against soldiers where the debt due from them is less than £30. In any view, if a large proportion of our citizen soldiery are to be excluded from the operation of the Act, it will strengthen the arguments against the continuance of a law which gives the creditors of the insolvent poor a sharp and harassing remedy

for the recovery of their debts. These arguments—the fact that the money recovered from the debtor is often borrowed from relatives or friends, that the creditor is sometimes a moneylender, or a travelling pedler who has persuaded the wife of a workman to purchase articles of clothing at an extravagant price—need not be repeated. There is little doubt that upon some future amendment of the bankruptcy law the power to imprison a debtor for non-payment of his debt will be removed from the Statute Book.

Payment Through the Post.

PAYMENT of money through the post is so usual that it is safe to say that in a large number of cases this is the course which the creditor expects to be followed. At the same time it is the settled rule that a debtor, unless it has been otherwise agreed, must seek out his creditor and pay him where he happens to be, provided this is within the realm. In cases, it is said in *Sheppard's Touchstone* (p. 136), where there is no place fixed for the doing of the thing contained in a condition, then "if the thing to be done be a corporal service, as to pay money, or any such like thing, the party that is to do it must, at his peril, seek out the person to whom it is to be done, if he be *infra regnum Angliæ*; but if he be not within the kingdom, he is not bound to seek him, and yet the condition is not broken": see *Thorn v. City Rice Mills* (40 Ch. D. 357), where this passage was quoted and adopted by NORTH, J. And the rule was recognised recently by EVE, J., in *Fowler v. Midland Electric Corporation* (1917, 1 Ch. 531; in C. A. *ibid.*, p. 656).

Thus, as regards payment through the post, the question whether this method of payment has been adopted by the parties, so as to throw the risk of loss upon the creditor, depends on whether there has been an agreement to that effect between them. In *Pennington v. Crossley & Son* (77 L. T. 43) the plaintiff, a wool merchant at Bradford, on 10th December, 1893, sold wool to the defendants, and on the same day forwarded an invoice. On 24th December the defendants posted at Halifax a crossed cheque for £503, and sent with it a form of receipt. The cheque did not reach the plaintiff, but came into the hands of a stranger, who forged the plaintiff's endorsement, opened with the cheque an account at a bank, drew out £200, and then disappeared. The action was brought by the plaintiff for the price of the wool, and it appeared from the evidence that for some twenty years the plaintiff and the defendants had had similar transactions, and payments by the defendants were always made by cheques sent by post with the form of receipt enclosed. At the trial at the Leeds Assizes, GRANTHAM, J., drew the inference that the course of dealing shewed an agreement between the parties that payment should be made by crossed cheque sent in this manner. He held that the defendants' plea of payment was proved, and he gave judgment for them; that is, the risk as from the time of posting was on the plaintiff.

But the Court of Appeal (Lord ESHER, M.R., and SMITH and RIGBY, L.JJ.) arrived at a different decision. It was said that the test was whether the plaintiff had requested that payment should be made to him in this way. This, indeed, had been laid down by the same tribunal in *Norman v. Ricketts* (3 T. L. R. 182, Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.), though it was there pointed out that an express request was not necessary; it was sufficient if a request could reasonably be inferred. Hence, where a London tradesman wrote to a customer in the country and asked for "the favour of a cheque within a week," this was properly treated by the customer as a request to send the cheque by post. But in *Pennington v. Crossley* (*supra*) there had been no such express request as to the mode of payment. There was simply the habit of the defendants to send payment by cheque through the post, and the regular acceptance of this by the plaintiff as payment, so long as the cheque did not go astray. But

the Court of Appeal declined to infer from this course of dealing a request on the part of the creditor that payment should be thus made. It was simply a convenient method of settling transactions, and was satisfactory as long as all went well. But by simply acquiescing, he did not, as RIGBY, L.J., said, bind himself to run the risk of loss of the cheque in the post.

The same question has been raised in an interesting form in *Mitchell-Henry v. Norwich Union Life Insurance Society* (Weekly Notes, 1917, p. 346; *Times*, 15th November), before BAILHACHE, J. The plaintiff had a payment of £48 5s. 8d. to make to the defendant society on account of a mortgage debt. A notice asking for payment was sent to him, and concluded: "Please return this notice when remitting." He posted to the society's offices, in Southampton-street, Holborn, a registered postal packet containing the amount due in Treasury notes and cash. The postman delivered the letter to the lift-boy, who gave a receipt for it and then stole the money. The boy was in the service of the landlord of the house in which the society's office was situate, and not in the service of the society; but nothing appears to have turned upon this. If payment in this way was made in pursuance of a request by the society, the learned Judge seems to have assumed that delivery of the letter to the lift-boy was sufficient. At a subsequent date the society placed on some of their notices the following note: "All cheques, money orders, and postal orders should be crossed and made payable to 'Norwich Union Life Insurance Society or order.' Cash, bank notes, and Treasury notes should be sent per prepaid registered post." But there was no such note on the notice sent to the plaintiff.

On the construction of this notice, the learned Judge held that, apart from the word "remitting," it was a request to pay at the office, and not through the post. At the same time, it required very little to raise an implication of a request to pay through the post, and he considered that the word "remitting" was sufficient for this purpose. But there remained the question how the remittance was to be made. In the cases referred to above, the payment was by crossed cheque, and this, of course, is the manner in which payments of substantial amounts are usually made; and BAILHACHE, J., pointed out that it was not the ordinary course of business to send such a large sum as £48 5s. 8d. in Treasury notes through the post. Nor did he consider that the case was altered by the note which the society had put upon some of their application forms. Apart from the point that this note was introduced at a later date, he regarded it as confined to cases where the sum to be paid was such as to make payment in Treasury notes suitable. It did not authorize payment through the post in that form of so large a sum as the present. A person, in making a payment through the post, probably does not often consider whether he is transferring any possible risk to the creditor; but to insure this result he must have a request, express or implied, from the creditor to send payment in that way; and, as this decision shews, he must send the amount in a form suitable for postal transit.

A curious provision of the United States Excess Profits Tax, says the *Times* (26th ult., under "City Notes"), is that, while it is made to apply to the salaries of individuals, including the fees of lawyers, the salaries of Government employees will be exempt from assessment, on the ground that they do not derive their income from trade or business. If there is no capital, or only a nominal capital, employed by an individual, partnership, or corporation, the tax will be at a flat rate—namely, 8 per cent. of the net income. From three examples which we have seen, showing the effect of the different taxes levied on the incomes of non-resident aliens and corporations, it would appear that the Act, though certainly drastic, has been very carefully drafted. In these three cases the amount payable by a foreign company, partnership, and non-resident alien, employing the same capital and making the same profit, is approximately the same, despite the fact that the number of taxes and the methods of assessment are different. The Act, which is applicable to income for the current year, is a very complicated measure, and requires to be carefully studied by companies, firms, and individuals drawing an income from United States sources. An explanatory book on the subject may be obtained through Messrs. W. P. Bonbright and Co., 16, George-street, E.C.

Correspondence.

National War Bonds.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The gentleman who wrote to the *Times* has, I think, made a mistake. The Bank of England never requires a declaration of trust.

Anyone can apply for National War Bonds in any names, and the form of application contains a request for transmission of dividends, on which the Bank will act. If the correspondent of the *Times* did not fill up the form properly, that is his fault.

It may be convenient to the profession to know that in a sale or transfer by an attorney acting under the Execution of Trusts (War Facilities) Acts, 1914 and 1915, the Bank of England require a statutory declaration in the terms of sub-section 4, of section 1, of the Act of 1914, accompanied by an attested copy of the power. On a request for transmission of dividends they only require an attested copy of the power.

SADDLER.

[We are obliged for our correspondent's letter. The reference is to a paragraph we reprinted from the *Times*, ante, page 96.—ED. S.J.]

CASES OF THE WEEK.

House of Lords.

METROPOLITAN WATER BOARD v. DICK, KERR & CO. (LIM.).

23rd and 25th October; 26th November.

CONTRACT—STOPPAGE OF WORKS UNDER THE DEFENCE OF THE REALM ACTS AND REGULATIONS—CONTRACT RENDERED IMPOSSIBLE OF PERFORMANCE—TERMINATION OF CONTRACT.

By a contract made shortly before the outbreak of the war the defendants undertook the construction of two large reservoirs for the plaintiffs. The contract required that the work should be completed within six years at a cost of £693,000, and with the widest powers for the extension of time for completion in the event of delays arising, caused by weather, strikes, or other difficulties or impediments, which, in the opinion of the appellants' engineer, might seem reasonable, "without thereby prejudicing or in any measure affecting the validity of the contract."

Work went on under the contract down to February, 1916, when the Minister of Munitions, acting under the Defence of the Realm Acts and Regulations made thereunder, gave notice to the parties to stop all further work, and to comply with his instructions as to the plant on the site of the works, under which a large portion of such plant was either sold to the Government or removed and used elsewhere.

The Court of Appeal (reversing Bray, J.) were of opinion that the execution of the contract having been indefinitely suspended by a lawful act of the State, had become illegal and impossible of performance, and judgment was therefore entered for the defendants. The plaintiffs appealed.

Held, that the case was governed by the decisions of this House in *Horlock v. Beal* (60 SOLICITORS' JOURNAL, 236; 1916, 1 A. C. 487) and *Tamplin Steamship Co. v. Anglo-Mexican Products Co.* (60 SOLICITORS' JOURNAL, 209; 1916, 2 A. C. 397), and therefore the decision of the Court of Appeal was right.

Hadley v. Clark (8 T. R. 259) not approved as laying down the principle to be followed.

Appeal by the Metropolitan Water Board from a decision of the Court of Appeal (reported 61 SOLICITORS' JOURNAL, 351; 1917, 2 K. B. 1). Without hearing counsel for the respondents judgment was reserved.

Lord FINLAY, C., in giving judgment, said the question was whether a contract for the construction of waterworks between the Metropolitan Water Board—the appellants—and Messrs. Dick, Kerr & Co. (Limited)—the respondents—could be treated by the respondents as at an end in consequence of an Order of the Minister of Munitions that work under the contract should cease. Bray, J., decided in favour of the appellants that the contract was merely suspended, and he based his decision on clause 32 of the contract, which gave absolute power to the appellants' engineer to extend the time for the completion of the works if circumstance arose to delay the work, which, in his opinion, made an extension of time to the defendants reasonable. His lordship reviewed the contract, and said that it was obvious that the whole character of such a contract might be revolutionized by indefinite delay such as had occurred in the present case in consequence of the prohibition contained in the notice served on the parties by the Minister of Munitions. It was not necessary to examine minutely the authorities which had been referred to by the appellants' counsel. The principle applicable to the question before the House had been often laid down and was well established. He would refer only to the judgment of *Hammen, J.*, in *Bailey v. De Crespigny* (L. R. 4 Q. B. 150), and to that of *Rowlatt, J.*, in *Distington Hamatite Iron Co. v. Poschell & Co.* (1916, 1 K. B. 811).

The contract in the present case was for the completion of these works within six years from 16th August, 1914. The effect of the prohibition, that the works could not be resumed until, at all events, the greater part of the six years had expired, and by that time all conditions as regarded labour and materials might be absolutely different. This, as Rowlatt, J., pointed out, would be "not to maintain the original contract, but to substitute a different contract for it." The difference in opinion in *Horlock v. Beal* (*supra*) and in the *Tamplin* case (*supra*) was not so much upon principle, as in the application of the principle to the particular cases. The case of *Hadley v. Clark* (8 T. R. 259) could not be relied upon as an authority. In his opinion their appeal should be dismissed with costs.

Lords DUNEDIN, ATKINSON and PARMEOR read judgments to the same effect. Accordingly.—COUNSEL, for the appellants, P. O. Lawrence, K.C., Holman Gregory, K.C., and Joshua Goodland; for the respondents, Upjohn, K.C., Hon. Frank Russell, K.C., Sir Ernest Pollock, K.C., and Douglas Hogg, K.C. SOLICITORS, Walter Moon; Linklater, Addison, & Brown.

[Reported by ESKINE REID, Barrister-at-Law.]

Court of Appeal.

Re THE LEGITIMACY DECLARATION ACT, 1858. GEORGE BERESFORD (Sometimes known as George Tooth) v. ATTORNEY-GENERAL. MARQUESS OF WATERFORD AND OTHERS cited.
No. 1. 12th November.

ACTION TO PERPETUATE TESTIMONY—PUBLICATION AND USE OF DEPOSITIONS—USE OF DEPOSITIONS AT THE TRIAL—WITNESSES FOUND TOO INFIRM TO GIVE EVIDENCE IN COURT—ORDER FOR RE-EXAMINATION MADE IN CHAMBERS—R.S.C., ORD. 37, R. 18.

The evidence of two very elderly ladies was taken in 1913 with the intent that it should be used if a claim was made to a certain estate. In January, 1915, the claimant commenced proceedings under the Legitimacy Declaration Act, 1858. The defendants applied for leave to use the depositions at the trial. The judge found that the ladies, by reason of their age, were prevented attending to give evidence at the trial, but directed that they should be re-examined. The defendants appealed, asking that the depositions should be read and used, and the re-examination of the witnesses dispensed with. There was a cross appeal by the plaintiff asking that the ladies should be required to attend in Court at the trial.

Held, that as the judge in chambers had found that the ladies, by reason of the fact that one was over eighty-two and the other about seventy-eight years of age, were prevented attending the Court to give viva voce evidence, the depositions were admissible as coming within the rule that where a deponent was still alive, and could be communicated with, previously made depositions by such witness were admissible only when sickness or other incapacity rendered the attendance of such witness in court unreasonable. The defendants' appeal therefore must be allowed and the cross-appeal dismissed.

Morrison v. Arnold (19 Ves., 669, 674) followed.

Decision of Horridge, J., varied.

Appeal by the parties cited, the Marquess of Waterford and the trustees of the family estates, against decision of Horridge, J., in chambers, that Mrs. White and Mrs. Vivian should be re-examined, and they asked for an order that the depositions of the ladies taken in an action to perpetuate testimony of *Anson v. Tooth*, in the Chancery Division, might be read and used in evidence in the present action, and that the attendance of such witnesses should be dispensed with. There was a cross appeal by the plaintiff asking that the ladies should be required to give viva voce evidence in court. Previously to the order being obtained from Horridge, J., leave to publish the evidence had been obtained from Eve, J., but he granted the application without prejudice to any question whether the evidence was admissible at the trial, the witnesses being alive and in good health.

SWINFEN EADY, L.J., giving judgment, said that the claimant claimed to be the eldest son of the fifth Marquess of Waterford. The claim was wholly disputed, and proceedings were taken to perpetuate testimony in 1913, and evidence of the utmost importance to the defendants' case was given by Mrs. White and Mrs. Vivian. The question was whether the claimant, having commenced a suit for a declaration that he was the legitimate son of the fifth Marquess, these depositions were in the circumstances admissible, or whether the claimant had, as he contended, the right to require the attendance of the witnesses in court in order, if possible, to shake their evidence by cross-examination. The question really turned on whether the word "attend" was limited to attend in open court to give evidence, because the Judge had found that neither witness was able to attend in court. He held, however, that despite their advanced years they were perfectly well able to give evidence before a commissioner, and he ordered their re-examination before a suitable tribunal. It was settled practice that no order for publication should be made unless it was proved to the satisfaction of the Court that the witnesses were dead, or so ill or otherwise incapacitated as to be unable to attend at the trial. In *Morrison v. Arnold* (19 Vesey, 669, 674), which was a case of this kind, Lord Eldon said:—"After considerable research there is not a single instance except of a person sick, incapable of travelling, or prevented by accident; all the orders, but in those excepted cases, stating that the witness is dead." *Biddulph v. Lord Camoys* (20 Beav, 402, 404) was to the same effect, and in the case

of *Bawdsdale v. Lowe* (2 Russ. and Mylne, 142) publication was refused, although all the parties consented to it. It was not material to consider Eve, J.'s, order beyond noting the fact that the depositions were published. It was a separate question whether the depositions ought to be used in these proceedings. The evidence was that, owing to their advanced age and infirmities, the witnesses were unable to attend. That being so, the case was brought within the rules, and the Court of Appeal ought now to make the order asked for by the summons of the parties cited.

WARRINGTON and SCRUTTON, L.J.J., gave judgment to the same effect.—COUNSEL, for the appellants, Hume-Williams, K.C., Ashworth James, and Bayford; for the respondent, Colam, K.C., and Cairnes; Pilcher for the Attorney-General. SOLICITORS, Farrar & Co.; F. H. Adams; Treasury Solicitor.

[Reported by ESKINE REID, Barrister-at-Law.]

Re THE PETITION OF RIGHT OF MARGONI'S WIRELESS TELEGRAPH CO. (LIM.). No. 2. 26th November.

PETITION OF RIGHT—CLAIM TO A JURY—DISCRETION OF JUDGE—PETITIONS OF RIGHT ACT, 1860 (23 & 24 VICT. c. 34), s. 7—R.S.C., ORD. 36, RR. 3, 4.

The question whether a suppliant is entitled to have his petition of right heard before a judge with a jury is one entirely within the discretion of the judge.

Appeal from an order of Atkin, J., at Chambers. The appellants, Marconi's Wireless Telegraph Co. (Limited), alleged that by an agreement come to between the company and Mr. Samuel, M.P., His Majesty's Postmaster-General, on behalf of His Majesty, they were to have certain payments and royalties for providing long-distant wireless installations in certain specified countries, but in breach thereof the Postmaster-General had, by letter, repudiated the agreement, whereby they suffered damages. The petition having been presented, the suppliants applied in chambers to have the petition heard with a jury. The Judge, affirming the Master's order, refused the application, being of opinion that he had a discretion, and that, in the circumstances, the case should be tried by a judge alone.

THE COURT (PICKFORD and BANKES, L.J.J.) held that, assuming a subject had the same right to a jury when suing the Crown as when suing an ordinary litigant prior to the passing of the Act of 1860, it was clear that the words in section 7, "unless the Court in which the petition is prosecuted shall otherwise order," gave the judge discretion as to whether the trial should be before a judge alone or a judge and a jury. They also expressed the opinion that, on the merits the discretion (although it was not necessary to decide that point) had been rightly exercised. Many cases were better tried by a judge alone, and this was one of them.—COUNSEL, for the suppliants, Leslie Scott, K.C., and Stewart Bevan; for the Crown, Sir Gordon Hewart, S.-G., Branson and Harold Smith. SOLICITORS, Coward & Hawksley, Sons, & Chance; Solicitor to the Post Office.

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re FFENNELL'S SETTLEMENT. WRIGHT v. HOLTON. Neville, J.
30th and 31st October; 16th November.

SETTLEMENT—TRUST FOR SALE WITH CONSENT OF TENANT FOR LIFE—CONVERSION—ELECTION.

The requirement of the consent in writing of the tenant for life to a sale does not prevent a trust for sale from notionally operating to convert in equity the real estate into personality.

Re Lord Grimthorpe (1908, 2 Ch. 675) distinguished.

Where no part of the real estate comprised in a marriage settlement made in 1886 settled on trust for sale, with the consent of the tenant for life, had in fact been sold when the wife made her will in 1908, referring to the "hereditaments, premises, property and estate" comprised in the settlement, and appointed the same under her power therein to her husband, "his heirs, executors, administrators and assigns," and died in 1916, four days after her husband, leaving no issue,

Held, that the wife's will was, in the events which had happened, no evidence of an election by her to take the property unconverted, and that it accordingly devolved as personality.

Where property is described in the decisions as being "at home," these words only apply to cases where not an equitable title to the property only, but the whole property, legal and equitable, is vested in the settlor, and not to cases where the legal estate is outstanding in trustees, and accordingly, in this last case, there is no resulting trust to the settlor, as land, but the property passes as personality.

Pulteney v. Darlington (1 Bro. Ch. 222) applied.

This was an originating summons taken out to determine whether certain real property settled on trust for sale with the consent of the tenant for life, which had not in fact been sold, devolved as realty or personality. By a marriage settlement of 1886 certain real estate of a wife was assured to trustees upon trust with the consent in writing of the wife and husband during their joint lives and of the survivor during her or his life, and thereafter at the discretion of the trustees, to sell the same and invest the proceeds of sale, and pay the income of such investments, or the rents and profits until sale, to

Mrs. Ffennel during the joint lives of herself and her husband, and then to the survivor, and afterwards, in default of children, which event happened, in trust for such persons as the wife should, when discovered by deed, and whether covert or discover, by will, appoint, and in default of appointment, on trust, if the wife should survive the husband, which event happened, for the wife. The settlement contained a covenant to settle after-acquired property, with power to retain the same, but so that the property remaining unsold should be deemed to be personal estate and devolve as such, and in 1891 and 1895 certain copyholds and a certain share in freeholds became subject to the covenant. In 1908 the wife, by will, reciting the powers of appointment in the settlement, in the event of there being no children of the marriage, appointed the hereditaments, premises, property and estate, which at the time of her death might be comprised in or subject to the settlement to her husband, "his heirs, executors, administrators and assigns," for his absolute use and benefit, together with the residue of her real and personal estate. The husband died on the 3rd of December, 1916, and the wife four days later. There was no issue of the marriage, and no part of the estate had in fact been sold. The question was whether this property devolved as realty or personality.

NEVILLE, J., in the course of his judgment, said: The requirement of the consent in writing of the tenants for life does not prevent the trust for sale from being an imperative trust, and the settlement operates as a conversion in equity of the real estate into personality. The wife's will in the events which have happened is no evidence of an election by her to take the property as unconverted, and in the absence of any evidence of such election on her part the property devolves as part of her personal estate. In the case of *Re Lord Grimthorpe* (*supra*) it was held that at the material time in the events which happened there was no enforceable trust for sale, and so the question of conversion or reconversion did not arise. Here the settlement itself shows that the property is intended to be treated as personal estate. Finally, on the death of Mr. Ffennel, the property was not "at home" within the meaning of the decisions, as those words apply only to cases where not an equitable title to the property only, but the whole property, legal and equitable, is vested in the settlor, and not to cases where the legal estate is outstanding in trustees: see *Pulteney v. Darlington* (*supra*). And consequently there was no resulting trust to the settlor as land, the title of Mrs. Ffennel at her husband's death being a title to personality.—COUNSEL, *Hodge; Owen Thompson; H. T. Methold; C. W. Turner. SOLICITORS, Hammond & Richards; Carr, Tyler, & Overy; Taylor, Son, & Humbert.*

[Reported by L. M. MAY, Barrister-at-Law.]

BOVET v. WALTER. Younger, J. 31st October.

DAMAGES—RESTRICTIVE COVENANT—DIFFICULTY OF ASSESSMENT.

The difficulty of assessing damages is no reason for the Court not granting them.

In 1876 one Walter sold a property called The Gables, and covenanted with the purchaser that an adjoining residence called Elmslie should not be used for the purposes (*inter alia*) of a boarding-house. In 1915, in forgetfulness of the covenant, Walter granted to someone else a licence to use Elmslie as a boarding-house for seven years. The plaintiff, who is the present owner of The Gables, which is a valuable property, commenced this action for damages against Walter for breach of covenant. The plaintiff gave no evidence that he intended to let or sell The Gables now or within seven years, and the Court found that no nuisance had been caused to the plaintiff by the use of Elmslie as a boarding-house. The plaintiff's claim was for depreciation of the selling or letting value of The Gables. Walter contended that it was impossible to assess the damages to the selling value, because the injury was temporary, and that no damage arose apart from the intention to sell. The plaintiff admitted that the property had much decreased in value in recent years.

YOUNGER, J., after stating the facts, said: The difficulty of assessing damages is no reason for the Court not giving damages. The plaintiff has bought The Gables, with the benefit of the covenant, and presumably the price is enhanced by the covenant. During the seven years of the licence the plaintiff will own a property for which, under the conditions, he has given too much. The damage is at the maximum at the time of the grant of a licence, and diminishes in each year, and can be averaged, and the damages are assessed at £110.—COUNSEL, *Hawke, K.C., and E. G. Rond; H. Terrell, K.C., and Dighton Pollock. SOLICITORS, Bond & Eldridges; Alfred Archer.*

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

REX v. GARRETT. *Ex parte* DE DRYVER, Div. Court. 12th and 16th October.

CRIMINAL LAW—METROPOLITAN MAGISTRATES—JURISDICTION—POWER TO REMAND ON BAIL FOR MORE THAN EIGHT DAYS—METROPOLITAN POLICE COURTS ACT, 1839 (2 & 3 VICT. c. 71), s. 36—INDICTABLE OFFENCES ACT, 1848 (11 & 12 VICT. c. 42), ss. 21, 29—CRIMINAL JUSTICE ADMINISTRATION ACT, 1914 (4 & 5 GEO. 5, c. 58), s. 20.

Under section 36 of the Metropolitan Police Courts Act, 1839, metropolitan police magistrates have power to adjourn the hearing of a charge of an indictable offence, without any limitation of such adjournment, in their reasonable discretion, and their powers have not been limited in any respect by the Indictable Offences Act, 1848, or the Summary Jurisdiction Acts, or by section 20 of the Criminal Justice Amendment Act, 1914, or any other legislation since the Act of 1839.

Rule nisi for mandamus to metropolitan magistrate to hear and determine, under section 5 of the Justices Protection Act, 1848 (11 & 12 VICT. c. 44), an information charging a Belgian officer named Charles Aughuet with attempting to murder the prosecutor on 30th July, 1917. From the affidavit read on behalf of the prosecutor on applying for the rule it appeared that the prosecutor, in the course of an interview with the defendant on 30th July, 1917, at the office of the Belgian Government in London, with reference to a domestic dispute between the parties, was in the course of it shot by the defendant and received serious injuries. Upon the prosecutor leaving hospital he obtained a warrant against Aughuet, who, on 21st September, 1917, appeared at Bow-street. It was then shewn to the magistrate that the Belgian military authorities wished the case to be tried in Belgium by court-martial, and he adjourned the case for six weeks to allow the proceedings before the court-martial to be disposed of, and he admitted the prisoner to bail. The prosecutor objected to this course as he wished the prosecution to take place in the English criminal courts, and to prevent Aughuet being handed over to the Belgian authorities before the trial could take place in this country. Accordingly he applied for this rule for a mandamus to the magistrate to hear and determine the information against Aughuet. It was contended in support of the rule (a) that the magistrate, by adjourning the proceedings before him, prevented the prosecution from taking place at all in England, as there was no power to bring the parties back from Belgium to this country; (b) that by section 21 of the Indictable Offences Act, 1848, the magistrate had no power to adjourn the hearing for more than eight days. On the argument of the rule it was contended on the part of the Crown, shewing cause against the rule, that the magistrate had exercised his discretion reasonably, as all he had done was to allow time to ascertain the decision of the Belgian court-martial, and the English court still had jurisdiction to deal with the matter. The defendant had in the meantime been tried and acquitted by the Belgian court-martial, and the Attorney-General undertook that the defendant should not be allowed to go abroad pending the adjourned hearing. As to the second point, that the magistrate had no power to adjourn the case for more than eight days, it had been frequently in dispute, but it was submitted that section 29 of the Indictable Offences Act, 1848, expressly reserved the provisions of the Police Courts (Metropolitan) Act, 1839, and section 36 of that Act shewed that a metropolitan magistrate was not subject to the suggested limitation.

DARLING, J., having dealt with the facts of the case, said that in his judgment the Metropolitan Police Act, 1839, excepted the metropolitan police magistrates from the limitations on other magistrates, and subsequent legislation had not restricted their powers. Nothing that had taken place at Calais could oust the jurisdiction of the English courts, and it would be useless to make the rule absolute even if the law required them to do so; therefore the rule should be discharged.

AVORY, J., agreed, and in dealing at length with the point as to the power of the metropolitan magistrate to adjourn for more than eight days, said that this matter, which had been many years in doubt, depended on whether section 21 of the Indictable Offences Act, 1848 (11 & 12 VICT. c. 42), applied to a case where the accused person was remanded on bail and not in custody. This section said that if, from the absence of witnesses or other reasonable cause, it should be necessary or advisable, the justices might by warrant remand the accused from time to time as might be deemed reasonable, not exceeding, unless the person remanded and the prosecutor consented, eight clear days. It appears clear so far that the limit of eight days applies only to cases where the accused is remanded in custody, and the only question about it is whether the limitation applies where the accused is remanded on bail, it being held by some that the limitation of eight days applies also in this case. He did not intend to express a decisive opinion on this point so far as the section applied outside the metropolis, but he expressed the view that outside the metropolis the limitation of eight days only applies to a remand in custody. The question in the present case was whether the limitation has any application in the police courts of the metropolis. He thought it was quite clear that, by section 36 of the Metropolitan Police Courts Act, 1839, power was given to metropolitan police magistrates to remand an accused who is charged with an indictable offence for a period exceeding eight days, and that there is nothing in any subsequent statute which repeals, either expressly or by implication, the power given to metropolitan magistrates by that statute. On the contrary, with the exception of the Criminal Justice Administration Act, 1914, every section of the Summary Jurisdiction Acts recognizes this power on the part of the metropolitan magistrates, and this provision of section 36 is still in force. Reference had been made to the Summary Jurisdiction Act, 1879 (42 & 43 VICT. c. 49), s. 24, empowering magistrates to deal summarily with certain indictable offences. This section clearly applies to remand in custody and does not affect the point in the present case at all. Reference was also made to section 54 of the Summary Jurisdiction Act, 1879, but neither does this section, providing that sections 33 and 34 of the Summary Jurisdiction Act, 1848, shall not apply to or restrict the operation of this Act, restrict or limit the power of the metropolitan magistrates. If any

thing, it enlarges their powers rather than restricts them. The only section which creates any difficulty is section 20 of the Criminal Justice Administration Act, 1914. It says the period for which a court of summary jurisdiction may remand on bail a person accused of an indictable offence may, if that person and the prosecutor consent, exceed eight days, and accordingly in section 21 of the Indictable Offences Act, 1848, after the words "not exceeding," where they first occur in that section, there shall be inserted the words "unless the person remanded and the prosecutor consent." It is quite possible that this section was only intended to operate in cases where the court of summary jurisdiction is dealing summarily with indictable offences; but apart from this it is clear that, looking at the repealing section of this statute, there is no intention in section 20 to restrict any provision of the Metropolitan Police Courts Act, 1839, and there is nothing which in any way limits the metropolitan police magistrates in their powers. For these reasons the learned Judge concluded that these magistrates had power to remand any person on bail who was accused of an indictable offence for a period exceeding eight days; that is, for such period as was reasonable in the exercise of their judicial discretion.

SANKEY, J., agreed. Rule discharged.—COUNSEL, *The Attorney-General* (Sir F. E. Smith, K.C.), *Travers Humphreys*, and *Branson* shewed cause against the rule; *Patrick Hastings* in support of the rule. *Solicitors, Treasury Solicitor; Engall & Crane*.

[Reported by G. H. KNOTT, Barrister-at-Law.]

ATTORNEY-GENERAL v. McLEOD. Roche, J. 19th and 26th October.

REVENUE—ENTERTAINMENTS TAX—DINNER AND CONCERT—ADMISSION OF DONORS TO CHARITABLE INSTITUTIONS—LUMP SUM FOR ADMISSION—APPORTIONMENT OF DUTY BY COMMISSIONERS—FINANCE (NEW DUTIES) ACT, 1916 (6 GEO. 5, c. 11), s. 1, SUB-SECTION (1).

Persons termed stewards were selected by the Royal Masonic Institution for Boys to procure donations. At an annual "Anniversary Festival" a dinner and concert were given, and speeches delivered, in the course of proceedings at which the donations that had been obtained were announced. Each steward contributed to the expense of the festival by a subscription of one guinea if he did not attend, or two guineas if he did attend, one of which went towards the expenses, and the other gave a right to attend the dinner and the concert. A number of stewards who were thus entitled attended both the dinner and the concert, and the Crown claimed entertainments duty at the rate of 2s. per head under section 1, sub-section (1) of the Finance (New Duties) Act, 1916.

Held, that the duty was payable, as the concert was an "entertainment" within the meaning of the Act.

Claim by the Crown for entertainment tax against the Royal Masonic Institution for Boys, of which the defendant was secretary. To assist in raising funds for the institution an annual "Anniversary Festival" is held. Certain brethren and ladies, with others known as Lewises, are invited to become stewards, and to procure donations both before and after the festival. The amount collected is announced at the festival itself. The festival consists of a dinner followed by speeches and a concert. It was held on 21st June, 1916, at the Freemasons' Hall. The whole amount collected goes to the institution, and the expense of the festival is met by the stewards or persons participating in it. A steward who does not attend the actual festival contributes one guinea to the expenses; and no question arose as to this, but a steward who does attend contributes a further guinea, and ladies and Lewises pay the same sum. The number of persons who actually attended the festival was 962, and entertainment duty was claimed at the rate of 2s. per head, in accordance with sub-section (1) of section 1 of the Act. Amongst other provisions of the section, sub-section (4) provides that "where the payment for admission to an entertainment is made by means of a lump sum paid as a subscription or contribution to any club, association, or society . . . the entertainments duty shall be paid on the amount of the lump sum, but where the Commissioners are of opinion that the payment of a lump sum or any payment for a ticket represents payment for other privileges, rights, or purposes besides the admission to an entertainment . . . the duty shall be charged on such amount as appears to the Commissioners to represent the right of admission to entertainments in respect of which entertainments duty is payable."

ROCHE, J., delivered a written judgment. He said the substantial question was: Was the festival, or any part of it, an entertainment, and was any, and, if so, what, sum paid for admission to an entertainment or to a place of entertainment? It was admitted that a dinner was not an entertainment, as one did not go as a spectator or one of an audience. But it was contended for the Crown that an integral or important part of the festival was a concert, and that the several sums of one guinea were either not capable of division and allocation, as between the dinner and the concert, or ought not to be so divided and allocated. The defendant contended that the duty was not payable, as the concert was a mere incident of the dinner; that there was no contract or obligation upon those who managed the festival to provide any concert; that the payments were made primarily or exclusively for the dinner, and that the expense of the concert was insignificant and really negligible. The room in which the concert was held, which was an entertainment, was different from the room in which the dinner was held. If the larger

building in which both were held was looked to, then the persons admitted paid the greater portion of their guinea for admission to the building because it was at one time, and in part, a dining hall, and a smaller portion because it was at another time, and in another part, a concert hall. The concert was an essential part of the festival, separate from the dinner, and the expenditure on it was not negligible. The cost of music, £31 10s., in the present case, is small compared with the cost of the dinner, £1,030, but it amounts to at least eightpence or ninepence per head of those entitled to enjoy it. The argument for the defendant, based on the absence of a contract to provide an entertainment fails, and if the money is paid in the expectation that it will secure admission the duty is payable. Sub-section (4) of section 1 therefore applies to this case, but it is the function of the Commissioners to determine what part of the lump sum represents payment for other privileges, rights, or purposes, and what part represents the right of admission to the concert. On this basis the Crown is entitled to recover the sum of £96 4s.—COUNSEL, *The Solicitor-General* (Sir Gordon Hewitt, K.C., and Givern), for the Crown; Sir Ernest Pollock, K.C., and J. C. Conway, for the defendant. *Solicitors, Solicitor for Customs and Excise; Stanley J. Attenborough & Co.*

[Reported by G. H. KNOTT, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

BOWDEN v. BOWDEN. Horridge, J. 6th and 7th November.

DIVORCE—HUSBAND'S SUIT—CHILD BORN 307 DAYS AFTER LAST INTERCOURSE—ALLEGED ADULTERY—PETITION DISMISSED.

The husband left the wife on 20th Dec., 1915, and had not had intercourse with her since that date. She gave birth to a child on 22nd Oct., 1916, 307 days afterwards. There was no evidence of the wife's adultery.

Held, on the particular facts of the case, that the wife had not committed adultery, and the petition was dismissed.

In this petition Captain Ellis Campbell Bowden, R.A.M.C., prayed for a divorce from Dorothy Bowden, whose maiden name was Neville, on the ground of her alleged adultery with a man unknown. The charge was denied. Mr. Priestley, in his opening statement, said that the parties were married on 17th June, 1915, at St. John's Church, Bethnal Green; they lived together at Worthing and elsewhere. The marriage was one of affection. In December, 1915, they were living at Aldershot, where the petitioner was under orders for Egypt. Neither he nor his wife desired to have any children till the war was over. On 19th-20th December the husband and wife slept together, and on 20th December the husband left Aldershot. The wife went to stay with her brother at Elmstead, in Essex, where three officers were also staying. Thence she went to stay with some friends at Grays. She menstruated there. On 19th January, 1916, she was at her father's house at Worthing, and the suggestion was that between her stay at Grays and her going to Worthing she committed adultery with some man unknown. She gave birth to a child on 22nd October, 1916, which was a child of a normal period, and of which the petitioner alleged he was not the father. On 10th March, 1916, the respondent underwent an operation for appendicitis, and the doctors then found that she was pregnant. On 20th March she wrote a letter saying that she was going to have a child. On 4th April the husband replied that her statement was absurd; that he was a doctor and was convinced that nothing of the kind could ever have happened, and that it was a mistake on her part and impossible that she should be pregnant. On 22nd June, 1916, the husband joined the wife at Boscombe and saw that she was pregnant, and she said that she expected the child to be born in September. On 23rd September, 1916, she had a fall and went into a nursing home at Worthing. She remained there till 22nd October, when the child was born. That date was 307 days from the date on which the husband left England. The average period of gestation was 275 days, and the normal period was from 275 to 290 days. Counsel cited *Bosville v. Attorney-General* (12 P. D. 178-183) and *Burnaby v. Baillie* (42 Ch. D. 232). For the petitioner Dr. H. R. Spencer, F.R.C.P., M.R.C.S., M.D.Lond., examined by Mr. Priestley, said that he had been an obstetric physician for thirty years. The ordinary period of gestation was 278 days from the last day of menstruation. He had known a case of 307 days from what he had been told was the last day of menstruation. He did not think that the husband in this case could possibly be the father. Tumours in the womb might prolong gestation. The operation would not have tended to prolong the period of gestation. Cross-examined by Mr. Hawke: The case of 300 days was a reported case. He had known of a case of 309 days, as fixed by the woman, but he thought that she was mistaken. Dr. Griffith, of Harley-street, F.R.C.P.Lond., F.R.C.S., accoucheur of St. Bartholomew's Hospital, said that he had practised midwifery for thirty-four years. A baby of 6½ lb. to 8 lb. was quite normal. Cross-examined: The child was born without any normal difficulty. In cases of protracted gestation the labour would be slow. He had known cases of ten months' children with normal delivery—that was, children said to be ten months on the patient's information. It was possible for a woman to have a ten months' child. For the respondent, Dr. Hinds, M.D., F.R.C.S., surgeon to Worthing Hospital, examined by Mr. Willis, said that he had

a large experience in midwifery. He was called in to see the respondent in March, 1916. He operated on her and found that she had a diseased appendix and was pregnant. The respondent said that she did not think it possible when he told her she was pregnant. Dr. Everard Davis, M.R.C.S., also practising at Worthing, examined by Mr. Hawke, said that he had been called in to see the respondent on 20th January, 1916. Labour had started, in his opinion, on 28th September, 1916, when he had removed the respondent to the nursing home at Worthing, but it stopped. Dr. Phillips, the obstetrician, examined by Mr. Hawke, said that he had had experience of three cases, one of 298 days, the second of 306 days, and the third of 308 days, in each of which the husband had left the country for those periods. It was not impossible to have a ten months' child. Cross-examined: He had no notes of the cases, and they occurred twenty years ago, about seventeen years ago, and about six years ago respectively. The evidence of the petitioner, taken on commission, was read by Mr. Murphy, and bore out counsel's opening statement. Mr. Hawke, in his opening statement, said that there was not the slightest evidence of the respondent's association with any other man, or of any irregularity in her habits. If the case had been undefended the Court would not have been justified in granting a decree. The respondent, examined by Mr. Hawke, said that her husband was the father of her child. Her affectionate letters to him were absolutely genuine. She had never been unfaithful to him in any way. Cross-examined by Mr. Priestley: She was very astonished when the doctors told her that she was going to have a child. On 18th December, 1915, her menstrual period ended, and she had proper intercourse with the petitioner on the night of 19th December. It was untrue that she had had connection with her husband before marriage, though she had written some passionate letters to him which might suggest it.

HORRIDGE, J., in his judgment, said: The only issue which I have to decide is whether the respondent committed adultery or not. The case for the petitioner rests entirely on the fact that the child was born 307 days after he was last with his wife. I am asked to come to the conclusion that the child was conceived after he had left her, and that some other man was the father. The medical evidence can be summarized briefly. Dr. Spencer said that he had known cases of ten months' gestation, but he thought that the information given to him was inaccurate as to the date of conception. These cases must depend on the statements given by the women themselves. Dr. Griffith said candidly that a ten months' child was certainly not unknown, even with a normal delivery. Dr. Phillips said that he had known of three cases from his own experience of 298, 306, and 309 days, respectively, in all of which the husbands had left their wives at fixed dates. In the circumstances I wished to see the respondent in the box. In my view it was a case of retarded delivery, as Dr. Davis thought. I think the respondent's conduct was extraordinary when she received her husband's letter saying it was impossible, and a mistake. There was also the fall in September, which was suspicious. I think it is a case of a rare kind, and that the birth was postponed in an unusual way. I think that, if it had been objected to, I should not have allowed the evidence of the marital relations between husband and wife to have been gone into; but the evidence had already been given before an examiner. I accept the evidence of the wife as to marital relations on the night of 19th December, 1915. She wrote at once to her husband when she found that she was pregnant, and with candour told him of her menstruation since he left. I think that that was a *bona fide* letter, and that she was telling the truth on a point which must have told against her. Therefore I not only find that the charge of adultery is not proved, but I disbelieve the charge. The petition will be dismissed, with costs.—COUNSEL, for the petitioner, *Priestley, K.C., Harvey Murphy, and Cotes-Predg*; for the respondent, *Hawke, K.C., and W. O. Willis*. SOLICITORS, for the petitioner, *Burton, Yeates, & Hart*; for the respondent, *McNeill & Moull*.

[Reported by C. G. TALENT-POSSONBY, Barrister-at-Law.]

IN PRIZE.

"THE LIBAU." Evans, P. 20th November.

PRIZE LAW—ENEMY OFFICERS CAPTURED—MONEY FOUND HIDDEN UPON THEM—PRIVATE MONEY OF THE OFFICERS—CONFISCATION.

According to English Prize Law the private property of enemy officers and crews on a captured enemy ship is liable to confiscation unless the Crown consents to forego its rights thereto.

The *Aida* (2 Eng. Pr. Cds. 251) applied.

In this case certain enemy officers on board *The Libau*, which carried Sir Roger Casement to Ireland and which, after being captured, was sunk by her German crew, claimed moneys found upon them as being their private moneys. The Attorney-General, without making any admissions with regard to principle, said that the Crown was not asking the Court to deal with smaller sums involved, but only with the large sums found in possession of the commanding officer, Lieutenant Spindler. The claim of the Crown was that this money was enemy property and was good prize. When Lieutenant Spindler was interrogated he produced £29s. 6d., and he said that that was all he had. Afterwards, however, his effects were examined, and he was found to be in possession of twenty-one £5 notes, some Norwegian notes, and a number of fragments of German notes. From an affidavit by the commander of H.M.S. *Bluebell*, which captured *The Libau*, it appeared that, while *The Libau* was being steered under the directions of her captors to Queens-town, an explosion occurred and she sank. She had been engaged in

landing arms on the coast of Ireland, and as her contemplated voyage was extremely short, it was difficult to understand why her commander should have required such large sums of money for his personal expenses. There was also an affidavit by Lieutenant Percy Fairfield, R.N. From this it appeared that Lieutenant Spindler, after handing over the £29s. 6d., was asked "on his honour" whether he had any more money on him, and he replied, "No more." Lieutenant Fairfield, however, was suspicious. Lieutenant Spindler's effects were examined, and in all 1,500 kroner and twenty-one £5 notes were discovered in the linings of his overcoat, his monkey-jacket, and his waistcoat. The Attorney-General, replying to the President, repeated that it was not the desire of the Crown to take the money where it was clearly the property of the officers. Lieutenant Carl Spindler, who was brought up under military escort, said that the money claimed by him was his personal property. He read from the witness-box a long statement in which he said that he claimed on his own account £153, less £29s. 6d., which he had received on account of Donington Hall. That sum was made up of £82 of his private money, £26 of his pay and allowances for April, and £45 received on account of disbursements made before his departure. He explained that these last two items were in English money, because he was advised that it might be necessary for him to seek internment in a neutral port, and in that case English or neutral money would be more convenient than German. The other money found belonged to the crew; it consisted of wages paid to the crew after *The Bluebell* was sighted, and with their assent that money was retained by him for safety. Cross-examined by the Attorney-General, the claimant declined to say how long he would have been away from Germany if the adventure had succeeded, or who actually handed over to him the £5 notes. He admitted, however, it was someone in authority in Germany. He objected to the form of Lieutenant Fairfield's affidavit stating that he was asked if he had any money in his pockets and replied "No." The Attorney-General asked what difference it made whether an officer was upon his honour. Lieutenant Spindler replied that it made a great difference, and he went on to explain that, if a German officer broke his word of honour in connection with confidential papers, he would not be protected by the German authorities. Do you put confidential papers on the same footing as money in this connection?—No, but in certain cases they might be.

SIR SAMUEL EVANS, P., in giving judgment, said that the Crown was willing to forgo any right which it might have to moneys amounting to £29s. 6d., found in the possession of the other officers of *The Libau*, and also to £26, representing a month's pay, in the case of Lieutenant Spindler. If it were necessary to decide between the evidence of Lieutenant Spindler and Lieutenant Fairfield the Court accepted that of the latter, because it was really trifling with the matter for Lieutenant Spindler to say that he thought the question put to him had reference only to money actually in his pocket. Having regard to all the circumstances the Crown was acting very leniently towards these enemy officers, because if the Crown had asked for the confiscation of the whole of this money it was quite clear in Prize Law that it would have been entitled to such an order. The learned President referred to and adopted the judgment of Dr. Lushington in *The Aida*. Therefore he wished it to be understood that it was only with the consent of the Crown that these amounts would be restored to Lieutenant Spindler and his officers. The other money would be condemned.—COUNSEL, *The Attorney-General (Sir F. E. Smith, K.C.) and R. H. Balloch*; the German officers appeared in person under escort. SOLICITORS, *The Treasury Solicitor*, for the Procurator-General.

[Reported by L. M. MAY, Barrister-at-Law.]

New Orders, &c.

Railway and Canal Commission.

DRAFT RULES.

The following Draft Rules made by the Railway and Canal Commissioners under the 8th Section of the Defence of the Realm (Acquisition of Land) Act, 1916, and the 20th Section of the Railway and Canal Traffic Act, 1888, are published pursuant to the Rules Publication Act, 1895:—

1. The Railway and Canal Commission Rules, 1889, shall (except in so far as they give or purport to give jurisdiction to one Commissioner sitting alone) apply with the necessary modifications to all applications and proceedings before the Railway and Canal Commission (hereinafter called the Commission) under the Defence of the Realm (Acquisition of Land) Act, 1916 (hereinafter called the Act).

2. Unless otherwise ordered by the Commission an application to the Commission

(a) under any of the following sections of the Act, viz.:—

- Section 1, sub-section (1)
- Section 2, sub-section (2)
- Section 3, sub-section (2)
- Section 6, sub-section (3)
- Section 13, sub-section (1)
- Section 13, sub-section (5)

shall be served on all persons interested in the land, building or work to be affected by the proposed Order.

An application shall also be served on all persons interested in the

mines and minerals lying under the land if it is sought to acquire an interest therein.

(b) under section 6, sub-section (1) shall be served on the local authority and the authority or person responsible for the maintenance of the highway or of any other railway or tramway laid thereon and on such other persons (if any) as the Commissioners may direct.

(c) under section 7 shall be served on the company or authority against whom the Order is sought and also upon any company, person or authority interested in the continuance or discontinuance of the supply referred to in the proceedings.

Any party may in case of difficulty as to the parties to be served or as to the mode or place of service apply to the Commission for directions at any time before the hearing of the proceedings. Such application may be made *ex parte* in the first instance, but the Commission may order notice thereof to be served on such persons and authorities and in such manner as they may think fit.

3. An application to fix the time to be allowed under section 8, sub-section (1) (a) and (b) may be made to the Registrar by Summons.

4. If the Award of the Referee is final and not stated in the form of a special case, an appeal from his decision on any question of law may be brought within four weeks from the time when the award was published. The party so appealing shall within such time file in the Registrar's Office a notice of appeal stating the grounds of the appeal. Such notice shall be served upon all parties directly affected by the appeal. The Commission may on the hearing of such appeal remit the award to be stated in the form of a case or otherwise deal with it as may seem just.

5. The parties to a reference under section 8 of the Act may before or during the hearing of the reference file a joint application to the Commission for their decision on an agreed question of law.

6. The Commission or the Registrar may abridge or enlarge the time for serving any notice or doing any other act provided by these Rules. Time may be enlarged notwithstanding that the time for serving the notice or doing the act may have expired.

The Commission may amend any notice or other document on such terms as may seem just.

War Orders and Proclamations, &c.

The *London Gazette* for 23rd November contains the following:

1. An Order in Council dated 23rd November, varying the Statutory List under the Trading with the Enemy Amendment Act, 1916. Additions are made as follows:—Argentina, Paraguay, and Uruguay (5); Bolivia (1); Brazil (7); Chile (4); Colombia (1); Hayti and Dominican Republic (2); Morocco (1); Netherlands (8); Netherland East Indies (7); Norway (3); Spain (33). There are also a number of removals from and variations in the List. A List (The Consolidating List, No. 37A) consolidating all previous Lists, was published on the 12th October, 1917, which, together with Lists Nos. 38 and 39 of 26th October and 9th November, 1917, respectively, and the present List contains all the names which up to this date are included in the Statutory List. The usual notices are appended to the List (see *ante*, p. 10).

2. A Notice that an Order has been made by the Board of Trade, under the Trading with the Enemy Amendment Act, 1916, requiring another business to be wound up, bringing the total to 493.

3. An Admiralty Notice, dated 21st November (printed below) relating to dealings in Rum.

4. A War Office Notice, dated 19th November (printed below) as to dealings in Yellow Carnauba Wax.

5. A Notice that the following Orders have been made by the Food Controller:—

The Sugar Order, 8th November, 1917 (General Licence) (printed below).

The Enforcement (England and Wales) Order, dated 9th November, 1917 (printed below).

The Oil Splitting Order, 1917, dated 9th November, 1917.

The Sugar and Confectionery Order (General Licence), dated 9th November, 1917.

The *London Gazette* for 27th November contains the following:

6. A Proclamation, dated 27th November (printed below), as to Property and Claims in Territory in Hostile Occupation.

7. A Proclamation, dated 27th November (printed below), as to Trading with Enemy Subjects in Neutral Territory.

8. An Order in Council, dated 27th November (printed below), applying the Military Service (Conventions with Allied States) Act, 1917, to France.

9. An Order in Council, dated 27th November, further amending the Proclamation, dated the 10th day of May, 1917, and made under Section 8 of the Customs and Inland Revenue Act, 1879, and Section 1 of the Exportation of Arms Act, 1900, and Section 1 of the Customs (Exportation Prohibition) Act, 1914, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited. The effect is to increase the list (A) of goods the exportation of which

is prohibited to all destinations. New inclusions in this list are:—Anvils, Asbestos, Axes, all animal and vegetable Fats, Beans, including haricots, certain Cloth woven from flax yarns, Lubricants, Metal-working Machinery, various items of Ships' Rigging, Tobacco, various small Tools, Typewriters, and Vices; also, after 7th December, Coal, except Coal allowed by the Commissioners of Customs and Excise to be shipped as bunker coal.

10. An Order in Council, dated 27th November, further amending the Proclamation, dated the 13th day of March, 1917, and made under Section 1 of the Exportations of Arms Act, 1900, as amended by Section 1 of the Customs (Exportation Restriction) Act, 1914, whereby the exportation from the United Kingdom of certain articles and any articles composed wholly or partially of those articles was prohibited to any destination in Switzerland. Certain items, including Nitrate of Soda, raw, are deleted; and other items are added, including Cocoa Beans, etc., Ivory, Precious Stones, uncut, and Artificial Precious Stones, cut or uncut; Saltpetre, unrefined, Soda, Carbonate of, and Typewriters.

11. A Foreign Office (Foreign Trade Dept.) Notice, dated 27th November, 1917, that an addition has been made to the list published as a supplement to the *London Gazette* of 17th August, 1917, of persons to whom articles to be exported to Siam may be consigned.

12. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring seven more businesses to be wound up, bringing the total to 500.

13. A Ministry of Munitions Order, dated 27th November (printed below) as to War Material.

14. A Ministry of Munitions Notice, dated 27th November (printed below), as to Blast Furnace Coke.

15. An Army Council Order, dated 23rd November (printed below), as to Jute.

16. An Army Council Notice, dated 14th November (printed below), as to Carthorse Collars and Harness.

17. A Notice that the following Order has been made by the Food Controller:—

The Food Control Committee for Ireland (Constitution), dated 7th November, 1917.

A Proclamation

REQUIRING RETURNS TO BE MADE OF BRITISH PROPERTY IN TERRITORY IN HOSTILE OCCUPATION, AND CLAIMS BY BRITISH SUBJECTS AGAINST PERSONS, FIRMS, COMPANIES AND CORPORATIONS RESIDING OR CARRYING ON BUSINESS IN SUCH TERRITORY.

Whereas by Our Proclamation dated the 7th day of September, 1916, We strictly commanded and enjoined Our subjects within the United Kingdom, the Channel Islands, and the Isle of Man, or within any country or place outside Our Dominions and Protectorates, who were entitled to property of any description whatsoever in enemy territory, or to any interest in such property, or had claims against enemy persons, to make returns of their said property or claims to the Public Trustee, Kingsway, London, W.C.2.

And whereas in the interests of Our Realm, it is of great importance that full information shall be obtained with regard to property belonging to Our subjects which is situate in territory in hostile occupation, and also with regard to claims of Our subjects against Persons, Firms, Companies and Corporations residing or carrying on business in such territory:

Now, therefore, We strictly command and enjoin Our subjects within the United Kingdom, the Channel Islands, and the Isle of Man, or within any country or place outside Our Dominions and Protectorates who are entitled to property of any description whatsoever which is situate in territory in hostile occupation, or to any interest in such property, or have claims against Persons, Firms, Companies and Corporations residing or carrying on business in such territory, forthwith to make returns of their said property or claims to the Public Trustee, Kingsway, London, W.C.2, in such form and with such particulars as he may require, provided that it shall not be necessary to make such returns respecting property or claims whereof returns have, before the date of this Proclamation, been already made to the Public Trustee.

The expression "territory in hostile occupation" means any territory forming part of Our territory or of that of an Allied or neutral State which is or may be in the effective military occupation of a State at war with Us.

27th November.

A Proclamation

RELATING TO TRADING WITH CERTAIN PERSONS OF ENEMY NATIONALITY INTERNED IN NEUTRAL COUNTRIES.

Whereas it is expedient that transactions between British subjects and persons of enemy nationality who have been removed from Our Dominions and are interned in neutral countries should be restricted in manner hereinafter provided:

Now, therefore, We, by and with the advice of Our Privy Council, think fit to declare, and it is hereby declared, as follows:—

1. The Proclamations for the time being in force relating to Trading

with the Enemy shall, as from the date of this Proclamation, apply to any persons of enemy nationality who have been removed from any part of Our Dominions for the purpose of being interned in and are interned in any neutral country, in the same manner as they apply to persons resident or carrying on business in an enemy country.

2. Nothing in this Proclamation shall be taken to prohibit anything which may be specially permitted by Our licence or by a licence given on Our behalf by the Lords Commissioners of Our Treasury or the Board of Trade.

3. This Proclamation may be cited as the Trading with the Enemy (Enemy Subjects interned in Neutral Countries) Proclamation, 1917.

27th November.

Order in Council.

MILITARY SERVICE (CONVENTIONS WITH ALLIED STATES) ACT, 1917.

Whereas by the Military Service (Conventions with Allied States) Act, 1917, it is provided that His Majesty may by Order in Council, signifying that a convention or agreement has been made with an allied country which imposes a mutual liability to military service on British subjects in that country and subjects of that country in the United Kingdom, direct that the said Act shall have effect with respect to that allied country and the subjects of that allied country, but that no such Order in Council shall be made unless the following conditions are fulfilled, that is to say:—

(a) Unless the convention or agreement secures to His Majesty's Ambassador or other public Minister in the allied country power to grant to British subjects in that country exemption from military service;

(3) Unless the convention or agreement contains provisions to the effect that British subjects in the allied country and subjects of the allied country in the United Kingdom shall before being liable to military service have an opportunity if they make an application for the purpose of returning to the United Kingdom or the allied country as the case may be;

and it is further provided that no such Order in Council shall be made until the expiration of thirty days from the date on which the convention or agreement is laid before Parliament:

And whereas an agreement dated the fourth day of October, nineteen hundred and seventeen, has been concluded between His Majesty's Government and the Government of the French Republic respecting the liability to military service of British subjects in France and French citizens in Great Britain and the said agreement complies with the conditions aforesaid:

And whereas the said agreement was laid before Parliament on the twenty-fifth day of October, nineteen hundred and seventeen:

Now, therefore His Majesty is pleased, by and with the advice of His Privy Council, to signify, and it is hereby signified, that such an agreement as is mentioned in the said Act has been made with the Republic of France, and His Majesty is further pleased, by and with the like advice, to direct, and it is hereby directed, that the said Act shall have effect with respect to the Republic of France and French citizens.

27th November.

Admiralty Notice.

RUM.

Notice is hereby given, that the Order issued by the Lords Commissioners of the Admiralty, under date 6th October, 1917, prohibiting the buying, selling, removal or dealing in Rum lying in Bonded Warehouses, in the United Kingdom, is rescinded, except as regards such parcels as the owners thereof have been directed to hold on account of the Admiralty, and without prejudice to any proceedings which have been or may be instituted in respect of any infringement of the aforesaid Order.

O. MURRAY, Secretary.

21st Nov.

Army Council Notices and Orders.

LAPS OR WASTE (WORSTED AND HOSIERY).

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, notice is hereby given that it is the intention of the Army Council to take possession, on the 30th day of November, 1917, of all Laps or Waste as defined by the Sale of Waste (Worsted and Hosiery) Order, 1917, that may be in possession, custody or control of any person not being a manufacturer of woollen goods, provided that nothing herein contained shall apply to any Laps or Waste of the description aforesaid that shall have been sold to any manufacturer of the description aforesaid prior to the said date.

If after this notice any person having control of any such material without the consent of the Army Council after the 30th day of November, 1917, sells, removes or secretes it, or deals with it in any way contrary to any condition imposed in any licence, permit or order that may have been granted in respect thereof, he shall be guilty of an offence against the said Regulations.

13th November.

THE HORSE HIDES (LEATHER CONTROL) ORDER, 1917.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council hereby order as follows:—

1. Notice is given that it is the intention of the Army Council to take possession of all leather to be produced after the date hereof from Raw Hides taken from horses slaughtered in the United Kingdom or the Isle of Man or imported in the wet salted state into the United Kingdom.

If after this notice any person having control of any such leather, without the consent of the Army Council sells, removes or secretes it or deals with it in any way contrary to any conditions imposed in any licence, permit or order that may have been granted in respect thereto, he shall be guilty of an offence against the said Regulations.

2. This Order may be cited as the Horse Hides (Leather Control) Order, 1917.

14th November.

YELLOW CARNAUBA WAX.

Whereas by an Order dated the 11th day of July, 1917, and made under the Defence of the Realm Regulations, the Army Council give notice of an intention to take possession of all stocks of Carnauba Wax, excepting stocks of less than 2 tons, that were at the said date or might thereafter arrive in the United Kingdom;

And whereas the Army Council deem it desirable that Yellow Carnauba Wax should be dealt in without restriction;

Now, therefore, the Army Council hereby give notice that nothing in the said Order shall apply to Yellow Carnauba Wax.

By Order of the Army Council.

R. H. BRADE.

19th Nov.

THE JUTE (EXPORT) ORDER, 1917.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council hereby order as follows:—

1. On any sale of any article or material manufactured or to be manufactured wholly or partly from Jute, it shall be the duty of the vendor either to obtain from the purchaser a guarantee in writing that such article or material will not be exported from the United Kingdom, or if it is the intention of the purchaser that such article or material shall be exported from the United Kingdom, to obtain a permit issued by or on behalf of the Director of Raw Materials authorizing the sale or manufacture as the case may be or such article or material as aforesaid.

2. No person shall sell or deliver any article or material of the description aforesaid for exportation from the United Kingdom without a permit issued by or on behalf of the Director of Raw Materials.

3. For the purposes hereof the expression "article or material" shall be deemed to include yarns.

4. This Order may be cited as The Jute (Export) Order, 1917.

By Order of the Army Council,

R. H. BRADE.

23rd Nov.

CART-HORSE COLLARS AND HAMES.

Notice is hereby given, that the Order made by the Army Council under the Defence of the Realm Regulations dated the 18th day of August, 1917, and relating to certain classes of cart-horse collars and hames, is cancelled as from the date thereof.

By Order of the Army Council,

R. H. BRADE.

14th Nov.

Ministry of Munitions Order and Notice.

WAR MATERIAL.

In pursuance of the powers conferred upon him by Regulation 30A of the Defence of the Realm Regulations, the Minister of Munitions hereby orders that the war material to which that regulation applies shall, on and after the 17th September, 1917, include metallurgical coke of the following classes and descriptions:—

Scottish.
Nottinghamshire.
Lincolnshire.
Cumberland.

27th Nov.

With reference to the above Order of the 27th November, 1917, the Minister of Munitions hereby gives notice that the General Permit of the 1st November, 1916, under the Orders of the 7th July and 31st October, 1916, shall on and after the 17th September, 1917, take effect as if the war material referred to in the above Order of the 27th November, 1917, were included in the Order of the 7th July, 1916, and the under-mentioned materials and prices were specified in the schedule to the said General Permit, the prices where the material is already specified in such schedule to be in substitution for the prices contained in such schedule, and as if the references to South Yorkshire and West Yorkshire blast furnace coke in the said schedule were cancelled; provided

always that condition 2 of the said General Permit shall not apply to any sale or purchase of any of the undermentioned materials under a contract in writing entered into prior to the 17th September, 1917, at a price not contravening that permitted up to that date.

[Maximum prices above referred to for Metallurgical coke.]

Food Orders.

THE PIGS (MAXIMUM PRICES) ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

1. *Maximum price for pigs and carcasses of pigs.*—(a) No person shall after the 8th November, 1917, buy or sell any live pig at a price exceeding the rate of 18s. per score of the live weight; provided that where a purchaser buys not less than five pigs on any occasion from the same vendor, the maximum price shall be deemed not to have been exceeded, if the total sum paid for such pigs does not exceed the sum that might properly have been paid if each pig had been bought and paid for separately.

(b) The weight of a pig for the purposes of this Clause shall be taken to be its weight as ascertained at any time after sale by a person authorized in that behalf by the Food Controller or a Food Committee, or if not so ascertained its weight at the place of slaughter; and any directions given by such person, with a view to the weighing of a pig for the purposes of this Order shall be duly complied with by all persons concerned.

2. *Records.*—Every person who in the course of his business buys any pigs alive and slaughters or causes to be slaughtered such pigs for the purpose of his business shall keep accurate records shewing the prices paid for such pigs and such other particulars as are necessary to show whether or not the provisions of this Order are being complied with, and shall make such returns as to his business as the Food Controller or a Food Committee may from time to time require. All such records and relevant documents shall be open to the inspection of any person authorized by the Food Controller or the Food Committee.

3. *Offers and conditions.*—No person shall, in connection with the sale or disposal of any pigs, enter or offer to enter into any fictitious or artificial transactions, or make or demand any unreasonable charge.

4. *Exception of Breeding Pigs.*—This Order shall not apply to boars or pedigree sows bought and sold specifically for breeding purposes.

5. *Amendment of Meat (Maximum Prices) Order, 1917.*—The Meat (Maximum Prices) Order, 1917, shall be amended by the addition at the end of the Schedule thereto of the following provision:—

In the case of Pork other than imported Pork, the maximum rate of 9s. 6d. per stone is applicable, if the offals are not included in the sale; and the maximum rate shall be 6d. higher, if the offals are included in the sale. In each case the weight of the offals shall be excluded in ascertaining the weight of the carcass.

6. *Interpretation.*—For the purpose of this Order—

"Score" means 20 lbs.

"Food Committee" means in respect of any area in Great Britain a Food Control Committee constituted in pursuance of the Food Control Committees (Constitution) Order, 1917, and in respect of Ireland the Food Control Committee appointed for Ireland by the Food Controller.

7. *Penalty.*—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

8. *Title.*—This Order may be cited as the Pigs (Maximum Prices) Order, 1917.

By Order of the Food Controller.

U. F. WINTOUR.

Secretary to the Ministry of Food.

6th November, 1917.

THE BACON, HAM AND LARD (MAXIMUM PRICES) ORDER, 1917.

General Licence.

The Food Controller hereby as respects Lard of the several descriptions specified in the schedule hereto authorizes the sale of such Lard by the importer or manufacturer thereof at any prices not exceeding the prices specified for the same in the Schedule.

For the purpose of this authority "Importer" shall have the same meaning as in the Bacon, Ham and Lard (Maximum Prices) Order, 1917.

The Food Controller may withdraw this authority at any time if in his opinion the circumstances warrant the withdrawal thereof.

By Order of the Food Controller.

U. F. WINTOUR.

Secretary to the Ministry of Food.

6th November, 1917.

The Schedule.

Description of Lard.	Price per 112 lbs.
American Pails (Refined)	Ex Port 136s. 3d.
" Boxes (Refined)	" 135s.
" Tierces (Refined)	" 135s.
" (Raw or Unrefined)	" 133s.

All these prices are subject to the following terms:—

Cash in seven days less 2d. in the £ discount, or cash in one month less 1d. in the £ discount.

SUGAR ORDER, 1917.

General Licence.

The Food Controller hereby authorizes all dealers in Sugar to deliver against any voucher issued under the above Order sugar beyond the amount specified in the voucher to such extent as may be necessary to enable delivery to be made in a usual complete package, provided that the excess amount shall be deducted on the occasion of the next delivery; and that the relative invoice shall clearly state the period which, on the basis of the voucher, is covered by the whole amount delivered.

The Food Controller hereby authorizes persons to take delivery of sugar pursuant to the terms of this Licence.

By Order of the Food Controller.

W. H. BEVERIDGE.

Second Secretary to the Ministry of Food.

8th November, 1917.

THE ENFORCEMENT (ENGLAND AND WALES) ORDER, 1917.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders as follows:—

1. *Powers of Food Control Committees.*—The Food Controller hereby confers upon every Food Control Committee appointed in England and Wales pursuant to the Food Control Committees (Constitution) Order, 1917 (hereinafter called Food Control Committee) the power of enforcing within their area all Orders heretofore made or hereafter to be made by the Food Controller under the powers conferred upon him by the Defence of the Realm Regulations, other than such Orders, if any, as the Food Controller may from time to time except from this Order.

2. *Prosecutions.*—The Food Controller hereby authorizes every Food Control Committee and such officers and other persons as they may designate or appoint for the purpose, to prosecute any summary offence against the Defence of the Realm Regulations occasioned by any breach of any Order the power of enforcing which is conferred on the Committee by this Order.

3. *Delegation to the Local Authority.*—Subject to the approval of the Food Controller an arrangement may be made between a Local Authority and the Food Control Committee for the district of that Authority whereby the power and authority conferred on the Committee by the preceding clause of this Order shall to the extent specified in the arrangement be exercisable by such Local Authority either to the exclusion of or concurrently with the Committee, and where any such arrangement

W. WHITELEY, LTD.

AUCTIONEERS,

EXPERT VALUERS AND ESTATE AGENTS,

QUEEN'S ROAD, LONDON, W. 2.

VALUATIONS FOR PROBATE,

ESTATE DUTY, SALE, FIRE INSURANCE, ETC.

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has been made the Local Authority and such officers and other persons as they may designate or appoint for the purpose shall in accordance with the arrangement have the power and authority to prosecute summary offences occasioned by any breach of an Order of the Food Controller.

4. *Presumption of Authority.*—In any proceedings taken by a Local Authority or a Food Control Committee or an officer or other person designated or appointed by them for the purpose of prosecution in respect of a breach of any Order of the Food Controller, it shall be presumed until the contrary is proved that the authority conferred by clause 2 or clause 3 of this Order applies in respect of such Order.

5. *Revocation.*—The Order of the Food Controller, dated 8th May, 1917 (relating to prosecutions by Local Authorities) shall be revoked as at the 1st January, 1918, but without prejudice to any proceedings commenced before that date under the authority thereby conferred.

6. *Definition.*—For the purpose of this Order the expression "Local Authority" means the Mayor, Aldermen, and Commons of the City of London in Common Council assembled, the Council of a Metropolitan Borough, the Council of a Municipal Borough or other Urban District, the Council of a Rural District or the Council of the Isles of Scilly.

7. *Title.*—(a) This Order may be cited as The Enforcement (England and Wales) Order, 1917.

(b) This Order shall extend only to England and Wales.

RHONDDA,

Food Controller.

9th November, 1917.

A League of Nations.

LORD PARMOOR delivered the Rhodes Lecture at University College, London, on Monday evening, the subject being "An International League after the War." Lord Dunedin took the chair.

AN INTERNATIONAL SYSTEM OF LAW.

LORD PARMOOR said that the subject was very important at the present time; especially with a view to controlling by adequate sanction and high authority recourse to war. The advantage now nearly always lay with the aggressor, and it should be the object to protect the innocent party against warfare. Under an International League protection would be given to the party against whom aggression was made. The rule of law was already established within national limits, and it was time for the establishment of an international code and of international courts, but the difficulties must not be underrated, and up to the present time they had not been satisfactorily solved. The difficulties were not wholly dissimilar from those which preceded the legal system. That was thought as difficult as was now an international system. With a common desire that the present war, with its waste and ruin, and all its sorrow and suffering should cease, there was much difference of opinion as to the opportunity for bringing this about; but there was no difference of opinion that, when the present conditions terminated, every effort should be made to prevent their recurrence.

JUDICIAL SETTLEMENT.

He did not believe that all war could be avoided, for human nature could not be suddenly altered; but every effort should be made to allow an opportunity for judicial settlement. At any rate there was a very general opinion in all countries to which we had access that certain international questions could be solved without recourse to war. He was not sure that all could be so settled; but he urged that other principles than those of force should be used to solve international difficulties. Mr. Asquith had spoken of a world-wide partnership against war, and said that into an International League must come all civilized countries, with equal rights and reciprocal duties. This last statement was of special importance, for it implied that an International League, to be effective, must include the Central Powers. A league of the Allied nations would not be in any sense an International League, and, instead of a world partnership, might divide the world into two hostile camps. In France, M. Thomas, an ardent supporter of the war, although one of the leaders of the Socialist party, had declared that, after the establishment of the rights of France—i.e., as to Alsace-Lorraine—the most important war aim was the establishment of a League of Nations. Lord PARMOOR absolutely agreed. If we held that permanent peace was to come from the present war, that was the most important war aim. In England the Society of a League of Nations had done much to give publicity to the necessity of the establishment of an international league, but the House of Commons had hitherto shewn itself apathetic. Perhaps it would move when it got into contact with the constituencies.

THE AMERICAN LEAGUE

How far, then, had this movement gone? The United States had taken a leading part under the initiative of Mr. Taft. On 26th May, 1916, a meeting was held at Washington—one of the largest ever assembled in that country—to determine on measures to be adopted for the establishment of a League of Nations to Enforce Peace. Right-

LAW REVERSIONARY INTEREST SOCIETY LIMITED.

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G. H. MAYNE, Secretary.

thinking men, it was said, in every land had resolved that the war should never be repeated if they could help it. (LORD PARMOOR stated and explained the four propositions which the American League had adopted as the foundation of its policy, and continued:—) The idea of an International League had passed out of the sphere of theoretical discussion, and the object now was to lay the foundations for the league in a lasting way.

THE INTERNATIONAL TRIBUNAL.

Referring to international arbitration, the lecturer said that 471 cases had been determined in the last century; but arbitration was totally inadequate. It was useless, however, as General Smuts had said, to bring forward a scheme for an International League unless the nations were in a spirit to receive it. And he thought this country and other countries were likely to have such a desire when they stood face to face with the conditions at the end of the war, and this was the time to bring the question to the front. They ought not to waste time which it might take centuries to get back. Lord PARMOOR referred to the meeting of lawyers which was held in the summer to discuss the question, and said that in the long run reasonable men exercised a potent vote. The scheme must arrange for the constitution of a tribunal of sufficient authority to secure acquiescence in its decisions. The members should not be arbitrators. Arbitrators were not really an impartial body, but advocates; and they looked to the umpire to be impartial. But an umpire's authority was of a limited character, and he aimed at some form of compromise. The court must be composed of men of the highest available ability. There was no reason why such a court should not be constituted, if there was a desire to settle justiciable questions—i.e., questions capable of judicial interpretation, such as the interpretation of treaties. Such a court was the Supreme Court of the United States. A court so constituted would respond to a conception of its duties. Similar were the Supreme Courts in the Dominion of Canada and the Commonwealth of Australia, and these had every prospect of success. But the greatest resemblance was to be found in the Judicial Committee of the Privy Council, which had to decide on such diverse subjects as the old French common law in Quebec, the Roman-Dutch law in South Africa, and on Malayan rights. It was absurd to claim that any tribunal would satisfy all litigants and all parties. But the decisions would be a safeguard of great juridical questions. Once the court was constituted, there was every probability that its decisions would be loyally accepted, and its authority would grow. But it would be essentially a Peace Court, and after the war other conditions might prevail. They heard of complicated provisions in the coming Peace Treaty, but these would not be much good if it could be torn up. More difficult were questions of dispute involving national honour or policy. There was no panacea for all difficulties; practical men did not expect any such results. But the effort should be made, and enlargement of area would follow in due course.

THE QUESTION OF SANCTION.

But without a sanction—as Grotius saw, who was surrounded during his life by conditions of war—there could be no result from the establishment of international law. The sanction of public opinion was not itself sufficient. Was it possible to have a coercive sanction? They must not underrate the gravity of the matter. It might be necessary to use all the force of the League; but this possibility must be faced. As in 1914, some incident might suddenly arise which created national animosities; then if there was an International League to secure an adequate interval before a declaration of war and to bring force to bear upon a transgressor, the crisis might be met. But it was premature to consider suggestions until the principle was accepted.

DISARMAMENT.

There must be an agreement for an all-round relative measure of disarmament. He had heard suggestions for the repudiation of the National Debt, or for the reduction of interest. Nothing would be more cunningly devised to produce reaction. The remedy was to effect a reduction in the enormous expenditure on armaments. If all the countries combined, there would be no more effective way of meeting financial burdens. He desired to make only practical suggestions, but if the war led to an International League it would not have been fought in vain.

LORD DUNEDIN, in moving a vote of thanks to the lecturer, referred to the freedom of the seas as an example of questions which it would be difficult to refer to an International Court, and it would be difficult also to lay down an international code of law. But it was hopeful people like Lord Parmoor who paved the way.

Societies.

Belgian Lawyers Relief Fund.

Amount previously notified	£1,050 13 6
The following further donations are gratefully acknowledged :-	
The Hon. Socy. of Gray's Inn (third donation)	50 0 0
A. E. Leonard, Esq.	5 5 0
Walter Perks, Esq. (third donation)	3 3 0
A. R. Prideaux, Esq. (second donation)	2 2 0
A. D. Steel, Esq. (second donation)	1 1 0
	£1,112 4 6

Further donations are very urgently needed, and may be sent to "The Belgian Lawyers' Aid Committee," General-buildings Aldwych.

A Ministry of Health.

Dr. Addison, Minister of Reconstruction, speaking, says the *Times*, at a meeting convened by the Faculty of Insurance and held in the Central Hall, Westminster, on Saturday, declared his belief in the urgent need of creating a Ministry of Health with widely decentralized powers and of bringing its machinery into thorough working order before the end of the war.

He stated that he had been specially invited by the Prime Minister to cope with this, one of the most important of the many problems of reconstruction. The public conscience was fully alive to the obligations of the State in regard to it, and was not in the mood to brook any further dilatoriness. But the national administration of public health through such a Ministry as they contemplated must necessarily impinge on many interests, and it was necessary to bring those interests—insurance, local government, medical, and others—into substantial agreement before legislation could usefully be framed, since Parliament had not the time to debate highly contentious proposals. That was the only reason for the reply recently given by the Government in the House of Commons to a question regarding legislation for the creation of a Ministry of Public Health. He appealed, therefore, to all interests concerned to sink minor differences and to approach the problem of public health administration as a whole from the broad national standpoint and in a courageous spirit.

Mr. Kingsley Wood, who presided at the meeting, referred to infant mortality and the ravages of consumption, and said that there must be an end of the apathy which had characterized health administration.

Workmen's Compensation.

The Home Secretary, Sir George Cave, says the *Times*, received at the Home Office on the 23rd ult. a deputation from the Trades Union Congress Parliamentary Committee, who submitted resolutions passed at the congress at Blackpool urging legislation for Government inspection of building works, with a view to the better protection of workmen, and for the amendment of the Workmen's Compensation Act increasing the minimum rate of compensation to 30s. a week. The deputation also pressed for legislation to provide for an eight-hours day for all colliery enginemmen, boilermnen, and stokers.

Sir George Cave said that, as regards the inspection of building work, a Bill was introduced, but it was dropped owing to the war. As soon as the war was over the matter would be taken up again. With reference to the forty-eight hours week for colliery enginemmen, boilermnen, and stokers, the question should be considered together with the problem of reconstruction. With regard to the employment of women factory inspectors, some nine or ten had been appointed temporarily since the war, and another five were shortly to be selected. As regards the amendment of the Workmen's Compensation Act, this was, speaking generally, a question of such complexity that he thought there must be an inquiry and report.

Legal News.

Appointments.

Mr. R. A. McCall, K.C., has been elected the Treasurer of the Middle Temple for the ensuing year, in succession to Lord Parmoor.

Mr. HAROLD HARDY, Barrister-at-Law, of Gray's Inn and the Oxford Circuit, has been appointed Temporary Secretary to the Bar Council, and will enter upon his duties on the 1st January, 1918.

Information Required.

MRS. MARY ELINA FREER, Deceased.—Will any person who can supply information as to the existence of a will of the late Mrs. M. E. Freer, who died at Leamington on the 22nd May, 1917, please communicate with Field & Sons, solicitors, Leamington?

General.

Mr. Ernest Edward Lake, of Great Russell-street, W.C., and East Heath Lodge, Hampstead, N.W., solicitor, who left £50 each to St. John's Parish Church, Hampstead, and the Vicar of Rogate for church or parish purposes, left estate of gross value £21,809.

Sir George Heynes Radford, Liberal M.P. for East Islington, of Chancery-lane, W.C., and Chiswick House, Ditton Hill, solicitor, for twelve years vice-president of the National Liberal Club, and chairman of the Club Buildings Company, who died on 5th October, son of George David Radford, at one time Mayor of Plymouth, and the head of a large drapery establishment there, has left property of the value of £25,502, of which £17,791 is net personality.

In the House of Commons on Wednesday, the Chancellor of the Exchequer, in answer to Mr. R. Lambert, after referring to the announcement with regard to Lord Reading accompanying the members of the British Government on their visit in connection with the impending meeting of the Supreme War Council, said this work, which was temporary, would not prevent Lord Reading from fulfilling his duties as Lord Chief Justice.

In the House of Commons, on Monday, Mr. R. Lambert asked the Foreign Secretary whether the Russian Government, or any person purporting to represent the Russian Government, had proposed an immediate armistice on all fronts, with a view to peace negotiations; and if so, what answer had been given? Mr. Balfour: The answer to the first part of the question is in the affirmative. No reply has been returned by His Majesty's Government, or, so far as I am aware, by any of our Allies.

In the House of Commons, on the 22nd ult., in answer to Mr. Trevelyan, Sir G. Cave said: "The new regulation [27c] applies to the distribution of leaflets printed before its issue, but I propose to instruct the police to give time for the submission to the Press Bureau of any leaflets already published other than those which are clearly illegal under previous regulations; and, if such leaflets are passed by the Press Bureau, not to insist on the addition of the name and address of the author until existing stocks are exhausted.

Business was suspended at the London Commercial Sale Rooms on Monday afternoon for a short period to consider the Government Bill for the continuation of control of imports and exports for three years after the termination of the war. The following resolution was carried by acclamation, with one dissentient:—"That this meeting of merchants, brokers, and others connected with Mincing-lane is strongly opposed to the continuation after the war of the Government's control

THE HOSPITAL FOR SICK CHILDREN,
GREAT ORMOND STREET, LONDON, W.C. 1.The
CHILDREN OF TO-DAY
are the
CITIZENS OF TO-MORROW.

THE need for greater effort to counterbalance the drain of War upon the manhood of the Nation, by saving infant life for the future welfare of the British Empire, compels the Committee of The Hospital for Sick Children, Great Ormond-street, London, W.C. 1, to plead most earnestly for increased support for the National work this Hospital is performing in the preservation of child life.

The children of the Nation can truthfully be said to be the greatest asset the Kingdom possesses, yet the mortality among babies is still appalling, while the birthrate is slowly but surely declining.

FOR over 60 years this Hospital has been the means of saving or restoring the lives and health of hundreds of thousands of Children, and of instructing Mothers in the knowledge of looking after their children.

£5,000 has to be raised immediately to keep the Hospital out of debt.

Forms of Gift by Will to this Hospital can be obtained on application to—

JAMES MCKAY, Acting Secretary.

of trading. It declares that the best interests of the Empire require that the ordinary channels of business should be resumed with the least possible delay."

Prof. Dicey, writing to the *Times* (26th ult.) says: An amendment to clause 8 of the Representation of the People Bill was passed by the House of Commons on Thursday last. It contains, among other things, the following words: "Any person who has been exempted from military service on the ground of conscientious objection . . . shall be disqualified from being registered and voting as a Parliamentary or local government elector." Against this provision many men of common sense and common fairness will, on reflection, protest. Their objection may be best summed up by the statement of two facts: The proposed enactment threatens to disfranchise the vast majority of the Society of Friends. It certainly would deprive of electoral rights such a man as was John Bright.

When Mr. Justice Eve took his seat in Court on Wednesday, says the *Times*, Mr. Jenkins, K.C., asked his Lordship to hear an action which was to have been in Mr. Justice Neville's paper for trial that day. He said that Mr. Justice Neville was not sitting, and he had been requisitioned by the Court of Appeal to sit there next week. The case was an urgent one. The Hon. Frank Russell, K.C., supported the application. Mr. Justice Eve said that some cases had been fixed for hearing by him next week, but he was anxious to assist the parties in the case with reference to which the application had been made, and if the pleadings were sent to him the case could be mentioned to-morrow. Mr. Russell said that the pleadings had been frequently amended, and a "stop press" amendment had just been delivered, but all the pleadings should be sent to his Lordship. Mr. Justice Neville's attendance in the Court of Appeal will enable Mr. Justice Sargent to return to his own Court, from which he has been absent during most of the present sittings.

The Property Mart.

Forthcoming Auction Sales.

December 10.—Messrs. EDWIN FOX, BURNETT & BADDELEY at the Mart: Freeholds, &c. (see advertisement, front page, this week).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice NEVILLE.	Mr. Justice EVE.
Monday Dec. 3	Mr. Sygde	Mr. Jolly	Mr. Farmer	Mr. Leach
Tuesday 4	Bloxam	Syngde	Jolly	Church
Wednesday 5	Borror	Bloxam	Syngde	Farmer
Thursday 6	Goldschmidt	Borror	Bloxam	Jolly
Friday 7	Leach	Goldschmidt	Syngde	Syngde
Saturday 8	Church	Leach	Goldschmidt	Bloxam

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday Dec. 3	Mr. Church	Mr. Goldschmidt	Mr. Borror	Mr. Bloxam
Tuesday 4	Farmer	Leach	Goldschmidt	Borror
Wednesday 5	Jolly	Church	Leach	Goldschmidt
Thursday 6	Syngde	Farmer	Church	Leach
Friday 7	Bloxam	Jolly	Farmer	Church
Saturday 8	Borror	Syngde	Jolly	Farmer

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 16.

HACKENSACK STEAMSHIP CO., LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Megind Richard Hinchaw, care of Messrs. Brown, Jenkinson & Co., 4, Lloyd's av., liquidator.

WEST AFRICAN MINES, LTD.—Creditors are required, on or before Dec 31, in the United Kingdom, on or before Feb 20 as regards creditors in West Africa, to send their names and addresses, and the particulars of their debts or claims, to William Fradgley Moore, 8, Old Jewry, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 20.

HOLME (MILLS) (NELSON), LTD.—Creditors are required, on or before Dec 20, to send in their names and addresses, with particulars of their debts or claims, to Frederick Augustus Hargreaves, 7, Grimshaw st., Burnley, liquidator.

H. L. HERBER & CO. LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Richard Butler Fidler, 4, Carlisle av., Crutched Friars, liquidator.

NEW TREASURY ASSOCIATION, LTD.—Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to George Victor Nicholls, Orient House, New Broad st., liquidator.

OTTO COKE OVEN CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to William Henry Fyfe, Post Office House, Leeds, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Nov. 23.

BINTANG JOHORE RUBBER ESTATE, LTD.—Creditors are required, on or before Jan 24, to send their names and addresses, and the particulars of their debts or claims, to Frederick Charles Joseph Fusinelli, 34, Fenchurch st., liquidator.

"GUALIA" SHIPPING CO., LTD.—Creditors are required, on or before Dec 15, to send their names and addresses, with particulars of their debts or claims, to Samuel Roberts, 19, Old Hall st., Liverpool, liquidator.

KINGSTON & CO., LTD.—Creditors are required, on or before Nov 23, to send in their names and addresses, with particulars of their debts or claims, to John W. Scarlett, 5, Cecil sq., Margate, liquidator.

"MORE TRIVAN" SHIP CO., LTD.—Creditors are required, on or before Dec 15, to send their names and addresses, with particulars of their debts or claims, to Samuel Roberts, 19, Old Hall st., Liverpool, liquidator.

MELROSE MILL CO., LTD.—Creditors are required, on or before Dec 26, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Kevan, 12, Acresfield, Bolton, liquidator.

PARK STREET (HEYWOOD) COTTON SPINNING CO., LTD.—Creditors are required, on or before Dec 26, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Kevan, 12, Acresfield, Bolton, liquidator.

SAUDE NURSING HOME, LTD. (IN LIQUIDATION).—Creditors are required, on or before Jan. 5, to send their names and addresses, and the particulars of their debts or claims, to A. N. D. Smith, 7, Laurence Pountney hill, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Nov. 27.

THE "CANGANIAN" STEAMSHIP CO., LTD.—Creditors are required, on or before Jan. 1, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Owen Williams and Watkin Williams, Baltic House, Cardiff, liquidators.

THE "SLURIAN" STEAMSHIP CO., LTD.—Creditors are required, on or before Jan. 1, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Owen Williams and Watkin Williams, Baltic House, Cardiff, liquidators.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 16.

Dehane Plantations, Ltd. Jazpampa Bajo Nitrate Co, Ltd.
Smiths (Felling), Ltd. New Gallery, Ltd.
Easton's, Ltd. West Africa Mines, Ltd.
Coconut Development and Finance Corporation, Ltd. Kirk Chemical Co, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 16.

ALBERT, ANNIE, Rock, nr Bewdley Dec 31 Maroy & Co, Bewdley
ARNELL, FRANCES, Southampton Dec 20 Cross & Sons, Lancaster pl, Strand
ATKINSON, WILLIAM, Chesterfield Dec 31 Saville, Bradford
BARBER, WILLIAM THOMPSON SCOTT, Florence, Italy, Artist Jan 1 Slaughter & May, Bradford

BREINQAN, ALEXANDER WILLIAM, Bradford, Wool Merchant Dec 15 Perkins & Hind, Bradford

BULLEN, ELIZA, Norwich Dec 31 Cully, Norwich
BULLER, ARTHUR TREMAYNE, Crediton, Devon Dec 25 Surtees & Co, St Helen's pl
BULPETT, ARTHUR DOLSEN, Down st, Piccadilly Dec 5 Downie & Gadsden, Alton, Hants
BURNS, REV WILLIAM, Manchester Dec 17 Lingard, Manchester

CAULFIELD, HENRY, Birmingham Dec 20 Reece & Davis, Birmingham
COOPER, ALFRED, Hove Dec 23 Hummonds, Croydon
DANZIG, MORRIS WILLIAM, Edinburgh, Medical Practitioner Dec 14 Joseph, Fore st
DAVIES, DONALD MANNERS, Charing Cross chambers, Adelphi Dec 26 Tyler, Garden st, Temple

DENNY, ELIZABETH, Great Yarmouth Dec 24 Diver & Preston, Great Yarmouth
DENNY, MARY ELIZABETH, Great Yarmouth Dec 24 Diver & Preston, Great Yarmouth

ELLIS, ELIZABETH, Doncaster Dec 14 Dawson & Burgess, Doncaster
ENGLAND, JAMES MONTAGU FITZROY, Ryde, Hants Dec 1 Fardella, Ryde, I of W
EPH, ROBERT, Wicheley, nr Doncaster, Cattle Dealer Dec 24 Kesteven, Doncaster

FERGUSON, LE KENNETH MOUNTNEY JAMES, Lincolnshire Regt Dec 14 Spyre & Sons, Austin Friars House

FINCHAM, JOHN EDWARD, Beganwy, Camarvon Dec 15 Chamberlain & Johnson, Llandudno

FITZGERALD, FRANCES, Torquay Dec 12 Kiltson & Co, Torquay
GITTINGS, ELIZA, Colesey, staffs Dec 17 Sargent, Wolverhampton

GREEN, JOSEPH ABBOTT, Geoffrey rd, Brockley, Butcher Dec 31 Brookhouse, Queen's House, Queen st

HARTMAN, HERR, Sandbach, Chester Dec 20 Stringer, Sandbach
HAWKINS, FANNY CECILIA, Bath Dec 25 Surtees & Co, St Helen's pl

HAWKINS, ALEXANDER CESAR, Bath Dec 25 Surtees & Co, St Helen's pl
HICKSON, HENRY, Hull, Boot Maker Dec 20 Watson & Co, Hull

HOLDSWORTH, JAMES, Sowerby Bridge, York Dec 19 Rhodes & Evans, Halifax
HOLMES, ARN DENTON GEORGIANA, Bristol Dec 31 Stow & Co, Lincoln's inn fields

HOLMAN, CAPT MATTHEW, Liverpool Jan 1 Banks & Co, Liverpool
HOON, COL JAMES, CMG, Headington Manor, Oxford Dec 31 Mott & Son, Bedford row

HOPCRAFT, ALFRED, Brackley, Northampton Dec 31 Law, Buckingham
HORIE, ANDREW, Manchester Dec 17 Payne, Manchester

HUGHES, ADA ELLEN, Farquhar rd, Upper Norwood Nov 30 Vint & Co, Bradford
HUTCHINSON, WILLIAM, Nottingham, warehouseman Dec 14 Hallam, Nottingham

ITSON, MARY, Lancaster Dec 15 Little & Co, Penrith
JACKMAN, ELIZABETH SARAH, Achilles rd, West Hampstead Dec 12 Routh & Co, Southampton st

JOHNSON, WILLIAM, Tournay rd, Fulham Dec 15 Cartwright & Cunningham, Paternoster row

LEA, FREDERICK, Manchuria rd, Clapham Common, Architect Dec 20 Pearce & Nicholls, New st, Lincoln's inn

LENNOX, JANE JOHNSTON, Enstone, Oxford Dec 15 Law, Buckingham
MAXIN, ELIZABETH ANN, Blackpool Dec 31 Saville, Bradford

MANKEWICZ, FRANK JAMES, Whitehill st Dec 22 Coward & Co, Mincing ln
MAUGHAN, RALPH, Jarrow, Coal Agent Dec 27 Johnson, Jarrow on Tyne

MORGAN, LEWIS JOHN, Gillingham, Dorset, Farmer Dec 30 Frowne & Co, Gillingham
NOYES, MARY, Instow, Devon Dec 15 Torr & Co, Bedford row

PAGE, LT-COL ALBERT EDWARD STIDNEY LOUIS, MVO, Belgrave sq, London Dec 31 Gray & Co, Finsbury cir

PHILLIPS, JAMES, Northampton, Farmer Dec 19 W F & W Willoughby, Daventry
 PLINGER, ALBERT VICTOR HENRY, Bournemouth Dec 3 Thompson, Bournemouth
 PORTER, ROBERT PERCIVAL, Queen Anne's mans, Westminster, Journalist Dec 25
 Surtees & Co, St Helen's pl
 ROSKELL, RICHARD, Fleetwood, Net Maker Dec 15 C C & D Forrester Addis,
 Fleetwood
 RUDD, CHARLES DUNNELL, Old Jewry, London Dec 22 Coward & Co, Mining in
 SANDERS, HAROLD BERTHAM, Streatham, Surveyor Dec 31 Sturges & Co, Little
 C-leaze at
 SAUNDERS, FRANCIS GEORGE, Thurlough rd, Wandsworth Common, Bank Manager
 Dec 8 Marriott & Co, St John's hill, Battersea
 SEEBORN, FANNY, Buxton Dec 10 Slater & Co, Manchester
 SKELTON, JAMES, Sheffield, Miner Dec 14 Smith & Co, Sheffield
 SMITH, SEPTIMUS WORTHEN, Albion rd, Stoke Newington Dec 31 Crosley & Burn,
 Moorgate at bldgs
 TIGNEY, WILLIAM HAROLD, Chancery ln Dec 20 Myles & C, Bedford row
 TOPHAM, WILLIAM, Birmingham Jan 1 Lane & Co, Birmingham
 TREVIDDER, Surgeon Gen JOHN NICHOLAS Dec 15 Guillaume & Sons, Salisbury sq
 TURNER, MARGARET RUTHERFORD, Montpellier sq Dec 25 Surtees & Co, St John's pl
 WALLICH, JOHN DAVID, Egypt Dec 19 Field & Co, Lincoln's inn fields
 WALTHAM, JANE, Aughton, Lancs Dec 20 Martin & Co, Liverpool
 WARREN, REV THOMAS, Gipsy hill, Upper Norwood Dec 15 Finch & Co, Cannon st
 WILKINSON, ELIZABETH ANN, Blackpool Dec 31 Grover & Co, Manchester
 WILKINS, JOHN HERBERT, Ludlow, Solicitor Dec 18 Clark & Co, Ludlow
 WING, MARGA, Elmwell, Suffolk Dec 27 Greene & Greene, Burr St Edmund's
 WOODS, JOHN, Walton le Dale, Lancs, Builder Dec 22 Woodcock, Bamber Bridge

London Gazette.—TUESDAY, NOV. 20.

ADAMS, ELIZA, Rotherham, Works Dec 1 Oxley & Coward, Rotherham
 ALBERT, ANNIE, Bewdley, Worcestershire Dec 31 Marcy & Co, Bewdley
 ATKINSON, CHARLES EDWARD, Eastbourne Dec 31 Coles & Co, Eastbourne
 ATKINSON, EMMA, Wimsford, Dec 15 Cooke & Sons, Wimsford
 BIRD, THOMAS COLERICK, Guildford Dec 8 White, Guildford
 BIRLEY, Capt HUGH COLLIER, Manchester, Surveyor Jan 1 Woolcott & Co, West
 Kirby, Cheshire
 BROOKS, DAVID, West Bromwich, Staffs, Licensed Victualler Dec 31 J & L Clark,
 West Bromwich
 CATERALL, JAMES, Blackpool Dec 31 Harrison, Blackpool
 CHADBRAND, HENRY, Warwick Dec 16 Heath & Blenkinsop, Warwick
 CLIFTON, EMMA READ, North Malvern Dec 19 Hensman & Co, Northampton
 DAWSON, MARY JANE, Bournemouth Dec 31 Kekewich & Co, Suffolk ln
 DAWSON, GEORGE WALTERS, Bristol Dec 31 Meade-King & Co, Bristol
 DODSON, HENRY HOWARD, Plymouth Dec 31 Munday, Plymouth
 EVANS, FRANCIS, New Quay, Cardigan, Master Mariner Dec 15 Day & Wright, Bristol
 FANDER, RICHARD, Sutton Dec 24 James & Co, Coleman st
 FOX, WILLIAM NATHAN, Gotham, Notts, Joiner Dec 31 Day & Johnson, Nottingham
 FREELING, GEORGINA, Auriol rd, West Kensington Dec 24 Stone & Co, Bath
 GORDON, ROBERT, Finchbury st, Merchant Dec 28 Biddle & Co, Alderbury
 GREGORY, MARY EMMA, Brecknock rd, Tufnell Park Dec 24 Pearce & Nicholls, New
 et, Lincoln's inn
 HARDIN, FANNY, St Leonard's on Sea Dec 24 Meadows & Co, Hastings
 HARLAM, NATHANIEL Harwood, nr Bolton, Labourer Jan 15 Douglas Houston, Duchy
 of Lancaster Office, London
 HEATON, Rev WILLIAM CARLETON, Aberdeen pk, Highbury Dec 20 Whatley & Son,
 Lincoln's inn fields
 MCALLISTER, ROBERT, Barking, Essex Dec 21 Taylor & Wiseman, East st, Barking
 MACKENZIE, Sir JOHN WILLIAM PITT MUIR, Draycott pl, Chelsea Dec 16 Le & Pen-
 bertons, Lincoln's inn fields
 MERRYWEATHER, GEORGE, Hastings Workhouse Master Dec 10 Ray, Hastings
 MITCHELL, WILLIAM, Tavistock rd, Westbourne Park, Dairyman Dec 3 Strong & Bol-
 den, Gracechurch st
 MONTAGU, CHARLES, Westbourne ter, Hyde Park Dec 23 Montagu & Co, Buck-
 lebury
 MYTON, AMELIA CAROLINE, Ashford, Kent Dec 15 Dowding, South sq
 NICHOLAS, MARY, Llangollen, Denbigh Dec 31 Ayrton & Radcliffe, Liverpool
 PAINE, CHARLES, Auctioneer Dec 31 Verrall & Sons, Worthing
 PHILLIPS, SARAH ELIZABETH, Southwick, Sussex Dec 31 Mott & Son, Bedford row
 PRATT, JAMES, Manchester Student Dec 16 Davies, Manchester
 SANDAL, KAPPEL, South Shields Dec 7 Tindle, South Shields
 SCOTT, ROBERT ANDERSON, Newcastle upon Tyne Dec 27 Brown & Son, Newcastle
 upon Tyne
 SCOTT, Lt Col GEORGE FREDERICK, Penmaenucha, Inr Dolgelly Dec 19 Thorold & Co,
 Regent st
 SHIRLEY, ELLEN, Forest Gate, Essex Dec 20 Geddes & Co, Norfolk st
 SMITH, BEBROCA MCNAB, Southampton Dec 16 Wansbroughs & Co, Bristol
 SMITH, BENJAMIN, Longstone, Cambridge, Innkeeper Dec 17 Stanley, Cambridge
 STROTHER, WALTER IRVINE, St Annes on the Sea Dec 15 Law & Stephenson, St
 Annes on the Sea
 TASKER, ANN, Southport Nov 29 Battersby, Southport
 TAYLOR, MARY JANE, Worthing Dec 31 Blake & Co, Portsmouth
 WALLACE, ISAHIA, Middlesbrough Dec 20 Cohen, Stockton on Tees
 WATERLOW, CLIVE MAYLAND, Leasingham Hall, Lincs Dec 31 Peake & Co, Sleaford
 WILLIAMS, JAMES ARTHUR, Manchester, Traveller Dec 21 Boddington & Co, Man-
 chester
 WILSON, THOMAS, Liverpool, Joiner Dec 31 Innes, Manchester

London Gazette.—FRIDAY, NOV. 23.

ADAMS, HENRY EUSTACE, Brighton rd Dec 31 Mawby & Co, Queen st
 AIRRY, ISABELLA, Kendal Dec 31 Cartmel, Kendal
 ASHTON, ARTHUR, Ludlow, Salop Dec 31 Marston & Sons, Ludlow
 BARBER, Alderman WILLIAM LINNEY, Birmingham Dec 24 Tunbridge & Co, Bir-
 mingham
 BARTON, ROBERT, Carlisle Jan 1 Wright & Co, Carlisle
 BENTON, ALEXANDER HAY, Lancaster rd, Wimbledon Jan 7 Minchin & Co,
 Stone blvds
 BIEDERMANN, LEONIE MARIE LOUISE CLARA, Braemar House, Lancaster Gate Dec 27
 Dawes & Sons, Birchln ln
 BISHOP, ELIZA, Seaton, Devon Dec 31 Marsden & Co, Henrietta st, Cavendish sq
 BISHOP, EDWIN, East Sheen, Surrey Jan 7 Barr & Co, Lee's
 BLACKWELL, ALBERT FRANCIS, Harrow Weald, Middlx Jan 31 Stevens & Co, Bondict,
 Walbrook
 BOILEAU, CHARLES BRANDON, Bombay, India Dec 31 Sanderson & Co, Queen
 Victoria st
 BRADY, MARY CATHERINE, Gosport, Hants Dec 31 Blake & Co, Portsmouth
 BRANDON, EDGAR, NEWINS, East Haddon, Northampton Dec 31 Bramson & Childs,
 Portsmouth
 BUDGE, ELIZABETH LUXMORE, Cowes, Isle of Wight Dec 31 Edmonds & Co,
 Clifford's inn
 COCKERELL, EUGENE, Boves, Somme, France, Merchant Dec 31 Ince & Co, St Benet
 chmbrs, Fenchurch st
 COHEN, ADELAIDE ROSETTA, Canfield glns, South Hampstead Dec 23 Reed & Reed,
 Guildhall chmbrs
 CUMMING, MRS FRANK E, Barnes Dec 31 Marsden & Co, Henrietta st,
 Cavendish sq
 DAILY, BEBROCA MARY, Bournemouth Dec 23 Rawlins & Rawlins, Bournemouth
 DASHWOOD, SOPHIA MARY, Slindon, nr Arundel Dec 22 Pitmans, Chancery ln
 DAVIES, SARAH, Newport, Mon Jan 1 Evans & Jones, Newport, Mon
 EVANS, ELIZABETH, Manchester Dec 24 Harrow & Co, Manchester
 GIBBS, CATHERINE ELIZABETH EDITH, Kenninghall rd, Clapton Dec 23 Clarke & Son,
 High Wycombe
 GORE, GEORGE EDWARD, Warwick at Dec 31 Fildgate & Co, Pall Mall
 GREYTON, HORACE EDWARD, Goodmayes, Essex Dec 31 Mote & Co, Gray's inn sq
 GROVES, THOMAS JOHN, Pres'op Park, Brighton Dec 31 Crossfield & Co, Hackney rd
 HARLOW, FREDERICK GEORGE REGINALD, Arbutnot rd, New Cross Jan 7 Southard,
 Bishopsgate
 HEATH, ALFRED CHARLES, Conlger rd, Parsons Green Dec 17 Coldham & Co,
 Chancery ln
 HICKMAN, ANN, Bilton, Staffs Dec 22 Underhill & Co, Wolverhampton
 HILL, FREDERICK NORMAN, Plymouth Dec 31 T & H Wolferstan, Plymouth
 HOLLE, SARAH JANE, Leamington Dec 31 Davies, Leamington
 HOLMES, HANNAH, Oldham Dec 22 Robinson, Oldham
 HOPE, HAROLD THOMAS HERBERT, Courtfield rd, South Kensington Dec 29 Walker
 & Co, Theobald's rd
 HOULT, JOHN, or HUGH HOULT, Sheffield Dec 22 Lucas & Lucas, Sheffield
 HULL, BEATRICE JEFFERY, Thringstone, Leicester Dec 8 Dewes & Musson, Ashby de
 la Zouch
 JACKSON, WILLIAM, Wardle, nr Rochdale, Colliery Proprietor Dec 26 Hartley & Son,
 Rochdale
 JENNINGS, HARRIETTE GRIFFITH, Leeds Dec 1 Kay & Armstrong, Leeds
 JOLL, WILLIAM, Nether, nr Runcy Dec 31 Newman & Bond, Barnsley
 KENNETT, WILLIAM, Chapel st, Clerkenwell, Grocer Jan 3 Laytons, Budge row
 LEE, FETTY, Warley, Halifax Dec 29 Roacock & Son, Halifax
 LEWIS, THOMAS, Birmingham, Beer Retailer Dec 31 Reynolds & James, Birmingham
 LLOYD, MARTINE KEMES ARUNDEL, Bronwydd, Cardigan Dec 24 Pennington & Son,
 Lincoln's inn fields
 LUCIUS, KARL WILHELM, Didbury Dec 31 Phytball & Bland, Manchester
 MACKENZIE, Capt ALLAN KEITH, Hyde Park st Dec 31 Grover & Mills, Queen Vic-
 toria st
 MICHIE, JANE, Drayton, Somerset Dec 22 Watts & Co, Yeovil
 PECK, JAMES, Lowestoft, Coal Merchant Dec 31 Johnson & Nicholson, Lowestoft
 PHILLIPS, SAMUEL CHARLES, Brighton Jan 1 Taylor & Co, Billiter st
 PIRKNEY, DAVID GARRETT, Platts ln, Hampstead Dec 24 Jennings & Son, Leaden-
 hall st
 PRESS, ANN MARIA, Lowestoft Dec 31 Johnson & Nicholson, Lowestoft
 PRICE, MARY ANN, Waltham Cross Dec 24 Nickinson & Co, Bedford sq
 RICHARDSON, ROBERT BRIDGEWATER, Felton, Northumberland, Joiner Dec 29 Douglas
 & Son, Alnwick
 SHAW, JOHN, Wilcaden ln, Kilburn Dec 29 Witham & Co, Gray's inn sq
 SMITH, SARAH FOLLOWS, Kidderminster Dec 22 Williams & Son, Birmingham
 STEEL, AGNES JANE, Colinton, Midlothian Dec 5 Bendle & Co, Carlisle
 STERRY, ALFRED CRAWSHAY, Llandudno Dec 10 Walters & Williams, Carmarthen
 SUFFIELD, THOMAS JOHN SAMUEL, Reddett rd, Mile End, Physician Dec 22 Ransom
 & Williams, Devonshire sq, Bishopsgate
 THORNTON, JOHN, Esher, Surrey, JP Dec 25 Field & Co, Lincoln's inn fields
 THORNTON, JOHN ALLAN, Huddesdon, Herts Dec 27 Allen & Co, Eastcheap
 VENNOR, CHARLES EDWARD SIDEBOTTOM, Stonehouse, Glos Dec 22 Tylec & Co, Essex
 st, Strand
 VIGNE, PRISCILLA LORD, Abbots Ann, Southampton Jan 1 Tatham & Louisa, Old
 Broad st
 WALTON, HAROLD ARTHUR GORDON, Maperton House, Somerset Dec 29 Haslam &
 Sanders, Coleman's at

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APPLY FOR PROSPECTUS.

Bankruptcy Notices.

London Gazette.—TUESDAY, Nov. 13.

FIRST MEETINGS.

BAKER, JAMES BENNETT, Margate, Builder Nov 21 at 11 30
Off Rec, 68A, Castle st, Canterbury
CROSLAND, MARY, Worcester Nov 23 at 12 Off Rec, 11,
Copenhagen st, Worcester
GLICKSMAN, HERMAN, Barrow in Furness, Lancs, Labourer
Nov 22 at 11 30 Off Rec, 16, Cornwallis st, Barrow in
Furness
GERDON, ABRAHAM, King Edward st, Westminster, Assist-
ant Nov 21 at 11 Bankruptcy bldgs, Carey st
JOHNSON, WILLIAM HENRY, Kingston upon Hull, Tobac-
conist Nov 23 at 11 30 Off Rec, York City Bank
chmbrs, Lowgate, Hull
LEVY, DAVID, Walthamstow, Tobacco Merchant Nov 22
at 11 30 Bankruptcy bldgs, Carey st
MACKENZIE, JOHN EDWARD, Little Clacton, Essex,
Market Gardener Nov 20 at 2 30 Off Rec, 36, Princes
st, Ipswich
TOWNEND, WILLIAM EDWARD, Bradford, Estate Agent
Nov 21 at 11 Off Rec, 13, Duke st, Bradford
WEBB, ALBERT EDWARD, Boston, Lincolnshire, Foreman
Nov 27 at 12 15 Off Rec, 4 & 6, West st, Boston
WILLIAMS, OWAIN LLOYD, St Anne's on Sea Nov 21 at 11
Off Rec, 13, Winkley st, Preston

ADJUDICATIONS.

DEAN, ALBERT, Huddersfield, Leather Merchant Hudders-
field Pet Oct 15 Ord Nov 9
DENBY, BEATRICE, Rotherham, Yorks Sheffield Pet Nov 9
Ord Nov 9
EVANS, OWEN, Liverpool, late Bank Manager Liverpool
Pet Sept 4 Ord Nov 9
GOLDENBERG, SIMON, Upper st, Islington, Mantle Manu-
facturer High Court Pet Oct 3 Ord Nov 10
JOHNSON, WILLIAM HENRY, Kingston upon Hull,
Tobaccoist Kingston upon Hull Pet Nov 9 Ord
Nov 9
LEVY, DAVID, Walthamstow, Tobacco Merchant High
Court Pet Nov 9 Ord Nov 9
PICKLES, JOHN ARTHUR, Liverpool, Newsagent Liver-
pool Pet Nov 9 Ord Nov 9
PINNEGAR, WILLIAM GEORGE, Six Bells, Mon, Plumber
Tredgar Pet Nov 9 Ord Nov 9
ROBINSON, FREDERICK, Darlington, Durham, Cinema
Proprietor Stockton on Tees Pet Nov 9 Ord Nov 9
WILKINSON, ROBERT, Surbiton, Surrey, Barrister at Law
Kingston, Surrey Pet Feb 24 Ord Nov 10

ADJUDICATION ANNULLLED.

BATLEY, SELINA THORNEY, Leek, Staffs Macclesfield
Adjud June 13, 1916 Annul Nov 9, 1917

London Gazette.—FRIDAY, Nov. 16.

RECEIVING ORDERS.

ABBOTT, WILLIAM, Pentre, Glam, Collier Pontypridd
Pet Nov 13 Ord Nov 14
BAILEY, WILLIAM GLADSTONE, Selby, Yorks Fish Sales-
man High Court Pet Aug 28 Ord Nov 13
COOTE, R, White Horse st, Stepney High Court Pet Oct
20 Ord Nov 12
HARLE, GEORGE, South Shields, Durham, Engineer New-
castle upon Tyne Pet Oct 17 Ord Nov 12
HILTON, ELARA JANE, Canterbury Canterbury Pet Oct
24 Ord Nov 10
HOBSON, E J, Sheffield, Manager Sheffield Pet Oct 30
Ord Nov 12
KAVANAGH, THOMAS, Emperor's gt, London High Court
Pet Oct 15 Ord Nov 14
KENNY, CHARLES GIFFARD, Littlehampton Brighton
Pet Oct 23 Ord Nov 13
WILSON, HENRY FAIRLIE, Feltham, Middlx, Motor
Engineer Kingston, Surrey Pet Nov 13 Ord Nov 12

FIRST MEETINGS.

BAILEY, WILLIAM GLADSTONE, Selby, Yorks, Fish
Salesman Nov 26 at 12 Bankruptcy bldgs, Carey st
COOTE, R, White Horse st, Stepney Nov 23 at 12 Bank-
ruptcy bldgs, Carey st
EVANS, OWEN, Liverpool, Bank Manager Nov 23 at 12
Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
KAVANAGH, THOMAS, Emperor's gt, London Nov 27 at
12 Bankruptcy bldgs, Carey st
PICKLES, JOHN ARTHUR, Liverpool, Newsagent Nov 23 at
11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
PINNEGAR, WILLIAM GEORGE, Six Bells, Mon, Plumber
Nov 23 at 11 Off Rec, 144, Commercial st, Newport,
Mon
ROBINSON, FREDERICK, Darlington, Durham, Cinema
Proprietor Nov 23 at 11 30 Off Rec, Court chmbrs,
Albert rd, Middlesbrough
WILSON, HENRY FAIRLIE, Feltham, Middlesex, Foreman
Engineer Nov 23 at 11 132, York rd, Westminster
Bridge rd

ADJUDICATIONS.

ABBOTT, WILLIAM, Pentre, Glam, Collier Pontypridd
Pet Nov 14 Ord Nov 14
BAKER, JAMES BENNETT, Margate, Builder Canterbury
Pet Oct 24 Ord Nov 10
FRYER, THOMAS ANDERSON, Ryton, Durham, Draper
Newcastle upon Tyne Pet Oct 18 Ord Nov 13
MACKINTOSH, JAMES HENRY, Bank chmbrs, Finsbury
Park High Court Pet Oct 10 Ord Nov 13
WILSON, HENRY FAIRLIE, Feltham, Middlx, Motor
Engineer Kingston, Surrey Pet Nov 12 Ord Nov 21
ORDER ANNULLING, REVOKING, OR RESCINDING
ORDER.
COOKE, RICHARD, Orpington, Kent, Builder Croydon
Rec Ord Oct 16 Annul, Revoc, or Resc Nov 1

London Gazette.—TUESDAY, Nov. 20.

RECEIVING ORDERS.

GUNSBURG, A. & Co, Arundel st, Strand, Merchants High
Court Pet Oct 8 Ord Oct 24
LEE, FLORENCE MAY, Bradford Bradford Pet Nov 17
Ord Nov 17
PURDUE, GARFORTH HENRY, Putney Wandsworth Pet
June 15 Ord Nov 15
RICHARDSON, WILLIAM HENRY, Doncaster, Miner Sher-
field Pet Nov 15 Ord Nov 15
ROCK, THOMAS WILLIAM, Waterloo, Hants, Gardener
Portsmouth Pet Nov 14 Ord Nov 14
ROOKER, WILLIAM FREDERICK YATES, Middleton in Tees-
dale, Durham Stockton on Tees Pet Sept 17 Ord
Nov 14
ROTHERBERG, DAVIS, Aldermanbury bldgs, Blouse Manu-
facturer High Court Pet Oct 24 Ord Nov 16
ROWAN, JOHN J, Green st, Leicester sq High Court Pet
July 10 Ord July 30
STONE, BENNETT, Salford, Lancs, Munition Worker Salf-
ford Pet Nov 14 Ord Nov 14

FIRST MEETINGS.

ABBOTT, WILLIAM, Pentre, Glam, Collier Nov 28 at 11 15
Off Rec, 8, Catherine's chmbrs, 18, Catherine st,
Pontypridd
DENBY, BEATRICE, Rotherham, Yorks Nov 28 at 13 Off
Rec, Figtrees in, Sheffield
HARLE, GEORGE, South Shields, Durham, Engineer Nov
30 at 11 Off Rec, 21, Mosley st, Newcastle on Tyne
PERKINS, JOHN THOMAS, Taplow, Bucks, Farmer Nov 27
at 11 14 Bedford row
PURDUE, GARFORTH HENRY, Putney Nov 28 at 11 132,
York rd, Westminster Bridge rd
ROCK, THOMAS WILLIAM, Waterloo, Hants, Gardener Nov
29 at 13 Off Rec, Cambridge Junction, High st, Ports-
mouth
ROTHERBERG, DAVIS, Aldermanbury bldgs, Blouse Manu-
facturer Nov 30 at 12 Bankruptcy bldgs, Carey st
WARD, ALICE MARIA, Leicester Nov 27 at 3 Off Rec, 21
King st, Wakefield

ADJUDICATIONS.

GILES, ARTHUR EDWIN, Smethwick, Stafford, Mechanic
West Bromwich Receiving Order made under Sec
107 (4), Bankruptcy Act, 1917 Ord Nov 15
HARLE, GEORGE, South Shields, Durham, Engineer
Newcastle upon Tyne Pet Oct 17 Ord Nov 15
LEE, FLORENCE MAY, Bradford Bradford Pet Nov 17
Ord Nov 17
RICHARDSON, WILLIAM HENRY, Doncaster, Miner
Sheffield Pet Nov 15 Ord Nov 15
ROCK, THOMAS WILLIAM, Waterloo, Hants, Gardener
Portsmouth Pet Nov 14 Ord Nov 14
STEVENSON, MATTHEW SINCLAIR, Victoria st, Westminster
High Court Pet July 26 Ord Nov 15
STONE, BENNETT, Salford, Lancashire, Munition Worker
Salford Pet Nov 14 Ord Nov 14
WARD, ALICE MARIA, Leicester Wakefield Pet Oct 25
Ord Nov 14

ORDER ANNULLING, REVOKING, OR RESCINDING ORDER.

DENY, EDITH, Lymington, Hants Southampton Rec Ord
Nov 16, 1916 Annul, Rev or Resc Oct 23, 1917

London Gazette.—FRIDAY, Nov. 23.

RECEIVING ORDERS.

BRUNT, THOMAS, Rothley, Leicester, Market Gardener
Leicester Pet Nov 19 Ord Nov 19
CROOK, JOSEPH, Bolton Self Aster Minder Bolton
Pet Nov 14 Ord Nov 14
DENMAN, ROBERT EDWARD, Pengam, Mon, Grocer
Tredgar Pet Nov 17 Ord Nov 17
DURDEY, BERTIE JOHN, Misterton, Notts, Printer
Horncastle Pet Nov 19 Ord Nov 19
EDWARDS, JOHN, Llangollen, Denbigh, Carter Wrexham
Pet Nov 17 Ord Nov 17
GOLDSTEIN, JOSEPH, Halifax, Shirt Manufacturer Halifax
Pet Nov 19 Ord Nov 20
JENKINS, THOMAS IDRIS, Pontycymmer, Glam, Grocer
Cardiff Pet Nov 20 Ord Nov 20
KING, BEATRICE MARY ROEBUCK, Leeds Leeds Pet
Nov 8 Ord Nov 19
ROYSTON, HERBERT, Milnsbridge, Huddersfield, Weaver
Huddersfield Pet Nov 21 Ord Nov 21
SHELDON, CONSTANCE LILL, Moseley, Birmingham
Tunbridge Wells Pet Oct 13 Ord Nov 19
SIMPSON, TOM FIELD, Mansfield, Notts Nottingham Pet
Nov 19 Ord Nov 19
SMITHIES, HERBERT, Stainland, Halifax, Wool Noll
Merchant Halifax Pet Nov 8 Ord Nov 20
TAWILL, SELIM, West Didsbury, Manchester, Skipper
Manchester Pet Nov 6 Ord Nov 19

FIRST MEETINGS.

BRANWOOD, ALFRED JAMES, Rhos on Sea, Carnarvon,
Stock and Share Broker Nov 30 at 11 30 Off Rec,
Union Marine bldgs, 11, Dale st, Liverpool
CROOK, JOSEPH, Bolton, Self Actor Minder Dec 3 at 2 30
Off Rec, Byrom st, Manchester
GUNSBOURG & Co, A, Arundel st, Strand, Merchants
Dec 4 at 12 Bankruptcy bldgs, Carey st
LEE, FLORENCE MAY, Bradford Dec 5 at 11 Off Rec, 12,
Duke st, Bradford
REEVE, CHARLES GIFFARD, Littlehampton Nov 30 at 2 30
Off Rec, 12A, Marlborough pl, Brighton
RICHARDSON, WILLIAM HENRY, Doncaster, Miner Nov 30
at 12 Off Rec, Figtrees in, Sheffield
ROOKER, WILLIAM FREDERICK YATES, Middleton in Tees-
dale, Durham Nov 30 at 11 30 Off Rec, Court chmbrs,
Albert rd, Middlesbrough
ROWAN, JOHN J, Green st, Leicester sq Dec 5 at 12 Bank-
ruptcy bldgs, Carey st
STONE, BENNETT, Salford, Munition Worker Dec 3 at 3
Off Rec, Byrom st, Manchester

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